

**AGREEMENT ON ACCESS TO AND USE OF DATA BETWEEN THE DATA HOLDER AND THE USER OF
CONNECTED PRODUCTS AND RELATED SERVICES
(Version 09/2026)**

- hereinafter the "**Agreement**" –

Between

the company **Thermowatt S.p.A.** with its registered office at Via San Giovanni Battista, 21, 60011 Arcevia (AN), Italy,

- hereinafter referred to as the "**Company**" or "**Data Holder**" –

and

any person who identifies themselves as a user within the meaning of Regulation (EU) 2023/2854 (hereinafter the "**Data Act**") and gives their explicit or implied (conclusive) assent to the terms of this Data Use Agreement, in the manner described below

- hereinafter referred to as "**User**" –

hereinafter referred to collectively as "the Parties" and individually as "the Party".

SECTION I — DEFINITIONS AND SCOPE

1. Definitions

For the definitions used in this Agreement, please refer to Article 2 of Regulation (EU) 2023/2854 ("Data Act") and to European Commission Recommendation C(2025)7750 of 19 November 2025, as well as to the Glossary contained in Section 13 of this Agreement.

2. Subject matter, hierarchy of sources and exclusions

- 2.1.** This Agreement governs access to and use of Product Data and Related Service Data ("Data") generated by the User's use of the Connected Product and/or the Related Service, pursuant to one or more Original Contracts.

The User declares that they are the owner of the Connected Product, or that they have the right to use it under a hire, lease or other form of arrangement, or that they are entitled to use it as a member of the household or business in which the Connected Product is used, and/or that they are authorised to receive the Related Service(s) under the Original Contract. The User undertakes to indemnify and hold harmless the Data Holder against any claims or actions by third parties, including damages, liabilities, costs and expenses – including reasonable legal fees – arising from, allegedly arising from, or in connection with the inaccuracy of the statements made above. If the User is a consumer, this obligation to pay compensation applies to the extent permitted by applicable law.

- 2.2.** The User further undertakes to provide the Data Holder, upon request, with all necessary documentation in a timely manner to support the statements made.

- 2.3.** To access the Data, the User must submit a request in accordance with the instructions provided in advance by the Data Holder pursuant to Article 3 of the Data Act.

- 2.4.** This Agreement shall be interpreted and applied in accordance with the following order of precedence:
- i. the provisions of the Data Act and other directly applicable EU Regulations (absolute precedence);
 - ii. mandatory provisions of the applicable national law;
 - iii. the relevant contractual clauses;
 - iv. MCT and SCC of Recommendation C(2025)7750, insofar as they have been adopted in full or with adaptations by the parties.

- 2.5. Compliance with the GDPR.** This Agreement is without prejudice to the application of the GDPR. For mixed datasets, the principle of separation applies where separation is possible without disproportionate effort, separate regimes apply to each component. Where separation is not possible, the entire dataset is subject to the provisions of the GDPR in respect of the personal data component.

- 2.6. Trade secrets.** Identified trade secrets are subject to the special protection regime set out in Section III, in accordance with the provisions of Article 4(6) of the Data Act.

- 2.7.** The data covered by this Agreement are set out in Appendix 1, which specifies the type or nature of the data, the estimated volume, the frequency of collection, the storage location and the retention period. Should it become necessary, during the performance of this Agreement, to process data in addition to that specified in Appendix 1, the latter shall be amended accordingly, subject to agreement between the Parties.

- 2.8. Exclusions.** This agreement shall not apply to:

- i. data generated in the context of national security, defence, public safety, and the prevention and prosecution of crime;

- ii. information derived or obtained from the Data as a result of additional investment by the Data Holder or algorithmic processing.

SECTION II — ACCESS TO DATA AND THE DATA HOLDER'S INFORMATION OBLIGATIONS

3. Use of non-personal data

3.1. Use of non-personal data by the Data Holder and Prohibitions. Without prejudice to any rights of use provided for by law, the Data Holder undertakes to use Non-Personal Data exclusively for the following purposes, where agreed with the User:

- i. performance of the Original Contract with the User and related activities;
- ii. provision of support, warranty, after-sales service and the handling of complaints relating to the Connected Product or Related Service;
- iii. monitoring and maintenance of the operation, safety and quality control of the Connected Product or Related Service;
- iv. to improve the functioning of any product or service offered by the Data Holder;
- v. the development of new products or services by the Data Holder, in collaboration with third parties or through special-purpose vehicles, provided that the aggregated or derived data do not allow the specific data transmitted by the Connected Product to be identified;
- vi. aggregating the Data with other datasets or creating derived data for any lawful purpose, including the transfer or provision of such aggregated or derived data to third parties, provided that such data do not allow the specific data transmitted by the Connected Product to be identified, nor can a third party derive it from the dataset.

The use of the Data for the purposes set out above is necessary for the User to make full use of the Connected Product and the Related Service, for example in relation to maintenance, diagnostics and repairs, as well as the provision of automation services, smart home monitoring and features integrated into the Connected Product. Some features of the Connected Product require the Data Holder to retain the Data in order for the feature to be available.

3.2. Sharing of non-personal data with third parties and use of data processing services

The Data Holder may share non-personal data with third parties, provided that:

- i. the Data are used by the third party solely for the following purposes:
 - a. to assist the Data Holder in achieving the purposes permitted under clause 3.1; and
 - b. the fulfilment, in collaboration with the Data Holder or through a special purpose vehicle, of the purposes permitted under clause 3.1.
- ii. The Data Holder imposes contractual obligations on the third party:
 - a. not to use the Data for purposes or in ways that go beyond the permitted use set out in clause 3.1 above
 - b. to comply with clause 3.1.
 - c. to implement the protective measures required under clause 3.4; and
 - d. not to share such Data further unless the User grants general or specific authorisation for such further transfer, or unless such sharing of the Data is required, in the User's interest, for the performance of this Agreement or any contract between the third party and the User.

The Data Holder reserves the right to use processing services, such as cloud computing services (including Infrastructure as a Service, Platform as a Service and Software as a Service), hosting services or similar services to achieve the purposes agreed in accordance with clause 3.1. Third parties may also use these services to achieve the purposes agreed in accordance with clause 3.2.i.

3.3. Use and sharing of personal data by the Data Holder

The Data Holder may use, share with third parties or otherwise process any Data that constitutes personal data, in accordance with a lawful basis and the conditions permitted by Regulation (EU) 2016/679 (GDPR), in addition to any provisions set out in the Original Contract.

Where the Data covered by the Agreement constitutes a Mixed Dataset and it is not possible to separate the personal data from the non-personal data without disproportionate effort, the entire Dataset is subject to the provisions of the GDPR. In such cases, the Data Holder guarantees that the processing of the non-personal data will not prejudice the data subject's rights in relation to the personal data.

Where the User is also the data subject within the meaning of the GDPR, the Data Holder shall provide them with all the information required under Articles 13 and 14 of the GDPR in relation to the processing of the Data. Where the User is not the data subject, the Data Holder shall only disclose personal data if there is a valid legal basis in accordance with Article 6 of the GDPR and, where applicable, the conditions set out in Article 9 of the GDPR are met.

3.4. Protective measures adopted by the Data Controller

The Data Controller undertakes to implement data protection measures that are reasonable in the circumstances, taking into account the state of the art and technology, as well as potential damage suffered by the User as a result of data loss or disclosure to unauthorised third parties, and the costs associated with protective measures.

The Data Controller may also implement other appropriate technical safeguards to prevent unauthorised access to the Data and ensure compliance with this Agreement.

The User undertakes not to alter or remove such technical protection measures, unless the Data Controller has given their prior written assent.

3.5. Absolute prohibitions.

Under no circumstances may the Data Holder:

- i. make the data available to a person designated as a gatekeeper;
- ii. use the Data to obtain information about the User's financial situation, assets or production methods, or about the User's use of the Connected Product or related Service in any other way that could undermine the User's commercial position in the markets in which it operates. None of the uses of the Data agreed under this Article shall be construed as including such use of the Data, and the Data Holder undertakes to ensure, by appropriate organisational and technical means, that no third party, whether within or outside the Data Holder's organisation, makes use of the Data for that purpose.

3.6. Permitted use and sharing of data by the User. The User may use the Data made available by the Data Holder at their request for any lawful purpose and/or freely share the Data in accordance with the provisions set out below.

The User undertakes not to take the following actions:

- (a) use the Data to develop a connected product that competes with the Product, or share the Data with a third party for that purpose;
- (b) use the Data to recreate the Data Controller's software algorithms;
- (c) use the Data to compromise the Product's specifications;
- (d) use the Data for the unauthorised surveillance of other people (for example, family members or employees);
- (e) use such Data to obtain information on the financial situation, assets and production methods of the manufacturer or, where applicable, the Data Controller;
- (f) use coercive means to gain access to the Data or, for that purpose, exploit vulnerabilities in the Data Controller's technical infrastructure that is designed to protect the data;
- (g) share the Data with a third party deemed to be a gatekeeper within the meaning of Article 3 of Regulation (EU) 2022/1925;
- (h) use the Data it receives for purposes that contravene European Union law or applicable national law.

4. Access to Data by the User upon request

- 4.1.** The Data Holder shall, upon request and without undue delay, make available to the User the Readily Available Data generated by the use of the Connected Product or Related Service, together with the relevant Metadata necessary to interpret and use such Data. The provision takes place:
 - i. in real time, where technically possible;
 - ii. in a structured, commonly used and machine-readable format;
 - iii. free of charge, subject to the provisions of SECTION V regarding compensation.
- 4.2.** The Data Holder undertakes to implement reasonable and appropriate security measures, taking into account the state of the art, the potential harm to the User and the costs associated with the security measures, in order to prevent the loss of Data and unauthorised access to it.
- 4.3.** Feedback loops. The Data Holder shall promptly inform the User of any technical issues that prevent or restrict access to the Data and shall indicate the expected timeframe for restoration. The User is required to report to the Data Holder any issues encountered regarding access to or the quality of the Data.

SECTION III — SHARING WITH THIRD PARTIES AND PROTECTION OF TRADE SECRETS

5. The User's right to share with third-party recipients

- 5.1.** The User has the right to request that the Data Holder make the Readily Available Data, to which the User is entitled to access pursuant to Article 4 above, available to a Recipient designated by the User. The application must be submitted in accordance with the procedures set out in Appendix 1 and must include:

- i. the identity and contact details of the Recipient;
 - ii. the categories and volume of the data requested;
 - iii. the purposes for which the Recipient will use the data;
 - iv. the required period of availability;
 - v. a declaration that the Recipient is not a Gatekeeper.
- 5.2.** The eligible Recipient must declare that they are not a Gatekeeper. Where the Recipient is a natural person or an entity acting for non-commercial purposes, such a declaration shall be presumed to be true in the absence of evidence to the contrary.
- 5.3.** The Data Holder may refuse or suspend the sharing of data only in the exhaustive cases set out in Article 5(9) Data Act, namely:
- i. where disclosure would compromise the confidentiality of Identified Trade Secrets and the protective measures agreed pursuant to clause 6.2 have not been implemented or are found to be insufficient;
 - ii. where there are reasonable and substantiated grounds to believe that the sharing of such information would cause serious harm to the User or to third parties, including unlawful discrimination based on sensitive personal data;
 - iii. where such sharing would compromise the cybersecurity of the Connected Product or its critical infrastructure, provided that it has been established that it is not possible to implement appropriate technical mitigation measures.
- 5.4.** Any rejection or suspension must be communicated to the User in writing without undue delay, stating the specific reasons. The Data Holder shall also notify the competent authority designated pursuant to Article 37 of the Data Act.
- 5.5.** Partial duty to cooperate. Even in the event of a partially justified refusal, the Data Holder shall take the necessary technical measures to enable the sharing of Data not covered by commercial confidentiality or the grounds for refusal, separating such Data where technically feasible.

6. Protection of trade secrets when sharing information

- 6.1. Applicability.** The provisions of this clause apply exclusively to Data or metadata identified as Identified Trade Secrets, held by the Data Holder or by a third-party Trade Secret Holder, where specified in the relevant notice pursuant to Article 3 of the Data Act.
- 6.2. Protective measures for the Recipient.** The User may share the Data with the Recipient provided that the latter has implemented the technical and organisational measures specified in section 4.2, which may include: encryption, firewalls, separate storage, identity management and access control systems, and the involvement of trusted third parties. The measures must be proportionate to the nature of the confidential information and the method of access (remote access versus physical transfer of data).
- 6.3. Audit rights.** In order to verify the implementation of the protective measures, the Parties may agree on verification mechanisms carried out by independent third parties, without interfering with the Recipient's day-to-day operations. In the event of a disagreement regarding the audit findings, the parties shall initiate the dispute resolution procedure set out in Article 11.
- 6.4. Rights of the Trade Secret Holder.** The Data Holder (or the third-party Trade Secret Holder) may: (a) require the Recipient to take additional measures if the initial measures prove insufficient; (b) suspend the sharing of specific data in exceptional and documented cases; (c) immediately suspend the sharing in the event of a breach of the protection obligations by the Recipient. These rights do not justify a blanket and indiscriminate refusal to share.
- 6.5. Discontinuation of production and destruction.** The User or the Recipient undertakes, upon a reasoned request from the Trade Secret Holder, to cease the production of goods and to destroy any goods whose design, characteristics, operation, production process or marketing benefit significantly from the Identified Trade Secrets acquired unlawfully or in breach of the obligations of this Agreement.
- 6.6. Survival.** The obligations regarding the protection of Identified Trade Secrets shall continue to apply after the expiry or termination of the Agreement, unless otherwise agreed by the Parties.

SECTION IV — UNFAIR TERMS AND ASSESSMENT OF CONTRACTUAL FAIRNESS

7. Assessment of unfair terms in B2B contracts

- 7.1.** When assessing whether a term is unfair under Article 13 of the Data Act, all relevant factors must be taken into account, including: the nature of the Connected Product or Related Service; commercial practices and customary contractual arrangements within the relevant sector; the relative market positions of the parties; and the specific circumstances of the case.

- 7.2. Remedies.** A party who considers that they have been harmed by unfair terms may:
- i. request a declaration that the clause is not binding from the competent authority designated pursuant to Article 37 of the Data Act;
 - ii. to bring the matter before the competent ordinary court;
 - iii. request mediation from the body referred to in Article 11.

SECTION V — COMPENSATION

8. Compensation for the provision of data

- 8.1. B2B contracts (business-to-business).** The sharing of data with a Recipient acting in the course of a business may be subject to fair, reasonable and non-discriminatory compensation (the FRAND principle).
- 8.2. Contracts with individual users or consumers.** The provision of Readily Available Data to Users acting outside the scope of their business activities is free of charge.
- 8.3. Transparency regarding methodology.** The Data Holder shall, upon request, provide the Recipient with a description of the method used to calculate the compensation that is sufficiently detailed so as to allow for verification of compliance with the FRAND principle, without the need to disclose commercially sensitive information.

SECTION VI — LIABILITY AND REMEDIES

9. Responsibilities of the parties

- 9.1.** Unless otherwise expressly stated in this Data Use Agreement, the provisions governing warranty, liability, force majeure and the relevant remedies for breach under the relevant Original Agreement shall be deemed to be incorporated into this Data Use Agreement and shall apply accordingly to the rights and obligations of the Parties under this Agreement.
- 9.2.** The Data Holder reserves the right to verify compliance by the User, the Recipient and/or any other third parties with the provisions of this Agreement regarding the use of the Data. Should any breaches of this Agreement be detected, the Company reserves the right to terminate this Agreement in accordance with Article 1454 of the Italian Civil Code, following a formal notice to comply given with at least 7 (seven) days' notice.

SECTION VII — TRANSFER OF USE

10. Transfer of use and multiple users

- 10.1.** In the event of the sale, transfer, lease or any other form of transfer of the Connected Product to a new party (the "New User"), the rights and obligations arising from this Agreement shall be transferred to the New User with effect from the date on which the Connected Product is re-registered to the New User.
- 10.2.** Where the Connected Product is used simultaneously by several Users, each User may individually exercise the rights of access to Data referred to in Article 6, limited to the Data generated by their own use.
- 10.3.** The Original User remains liable to the Data Holder for any breach of this Agreement committed prior to the effective date of the transfer, as well as for any inaccuracies in the representations made pursuant to clause 2.1.

SECTION VIII — SETTLEMENT OF DISPUTES AND FINAL PROVISIONS

11. Dispute resolution

- 11.1. Direct negotiation.** The Parties undertake to endeavour to resolve any dispute arising out of or in connection with this Agreement amicably. The Party wishing to initiate negotiations shall notify the other Party in writing of the nature of the dispute and its proposed resolution.
- 11.2. Access to the dispute resolution body and the competent authority.** If no agreement is reached within 30 days of notification, either Party may:
- i. to bring the matter before the dispute resolution body designated by the Member State pursuant to Article 10(4) of the Data Act, bearing in mind that the MCTs and SCCs set out in Recommendation C(2025)7750 are factors that that body must take into account in the performance of its duties;

- ii. submit a complaint to the competent authority in the Member State in accordance with Article 37(5)(b) of the Data Act;
- iii. to bring the matter before the competent ordinary court in accordance with the choice of law clause.

11.3. The non-prejudicial nature of GDPR remedies. These provisions are without prejudice to the Parties' right to lodge a complaint with the data protection authority under the GDPR in respect of matters falling within that authority's remit.

12. Reference

In respect of matters not specifically covered by this Agreement, reference should be made to the Original Contract entered into between the Parties.

13. Glossary

- 13.1.** "Product Data": data generated by the use of a Connected Product which the manufacturer has designed to be retrievable via an electronic communication service, a physical connection or access to the device, by the User, the Data Holder or a third party (Article 2(15) and Recital 15 of the Data Act);
- 13.2.** "Related Service Data": data representing the digitisation of the User's actions or events relating to the Connected Product, either intentionally recorded by the User or generated as a by-product of the User's actions during the provision of a Related Service (Article 2 of the Data Act);
- 13.3.** "Readily Available Data": Product Data and/or Related Service Data that the Data Holder obtains or may lawfully obtain from the Connected Product or the Related Service without an effort that is disproportionate to a simple operation (Article 2 and recital 20 of the Data Act);
- 13.4.** "Metadata": a structured description of the content or use of the data;
- 13.5.** "Connected Product": a physical product that obtains, generates or collects data relating to its use or environment, and which can transmit data via a public electronic communications service (Article 2(5) of the Data Act);
- 13.6.** "Related Service": a digital service other than a public electronic communications service, including software, which is linked to the product and without which the product would be unable to perform one or more of its functions (Article 2(6) of the Data Act);
- 13.7.** "Data Holder": the natural or legal person who has the right or the obligation to use and make data available in accordance with the Data Act or other applicable legislation (Article 2(13) of the Data Act);
- 13.8.** "User": a natural or legal person that owns a Connected Product or to whom temporary rights to use that Connected Product have been contractually transferred, or that receives Related Services (Article 2(12) of the Data Act);
- 13.9.** "Data Recipient": the natural or legal person, other than the User, to whom the Data Holder discloses the data, including in response to a request from the User or in compliance with a legal obligation (Article 2(14) of the Data Act);
- 13.10.** "Original Contract(s)": the contract or contracts relating to (i) the supply of the Connected Product, (ii) the provision of Related Services; (iii) the provision of ancillary services, such as maintenance, system monitoring or support services, on the basis of which the User generates or accesses the Data.
- 13.11.** "Identified Trade Secret": data identified as trade secrets within the meaning of Article 2(1) of Directive (EU) 2016/943 and the Trade Secrets Directive;
- 13.12.** "Personal Data": any information relating to an identified or identifiable natural person within the meaning of Article 4(1) GDPR;
- 13.13.** "Mixed dataset": a dataset containing both personal data and non-personal data, where it is impossible to separate the two or where doing so would involve a disproportionate effort;
- 13.14.** "Gatekeeper": any undertaking designated as such pursuant to Article 3 of Regulation (EU) 2022/1925 ("Digital Markets Act") and, as such, prohibited from collecting product data pursuant to Article 5(2) of the Data Act.

14. Annexes

The Annexes to this Agreement form an integral part thereof:

- 1) Notice pursuant to Article 3 of the Data Act.

ANNEX 1
NOTICE IN ACCORDANCE WITH ART. 3(2) and (3) OF REGULATION (EU) 2023/2854 ('DATA ACT')
(Version 06/2026)

This notice is provided pursuant to Article 3(2) and (3) of Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules for fair access to and use of data (hereinafter the “Data Act” or “Regulation”), applicable from 12 September 2025, and is intended to provide the user, in a clear and transparent manner, with all information regarding the data generated by connected products (hereinafter “Products”) and related services (hereinafter “Services”) offered by Thermowatt on the European market (EEA), as well as how to access and share such data.

The related services in question are:

- **MyThermowatt.**

For the purposes of this notice, “user” means “a natural or legal person that owns a connected product or to whom temporary rights to use that connected product have been contractually transferred, or that receives related services”.

1. Data Holder and contact details

The Data Holder is Thermowatt S.p.A., with its registered office at Via San Giovanni Battista, 21, 60011 Arcevia (AN), Italy (hereinafter also referred to as “Thermowatt” or “Data Holder”).

For information and enquiries regarding this notice, as well as the related products and services provided by the Data Holder, you may contact the Data Holder at the following email address: info.connectivity@thermowatt.com.

2. Generated data

Given the wide range of products in the Data Holder’s catalogue, the data generated may vary depending on the technical specifications of the product in question. However, in order to meet the requirements for transparent and easily understandable information, this document generally sets out information relating to the following *clusters* of products:

- Smart thermostats.

The following table summarises the categories of data generated by the Product in the course of providing the relevant Services (hereinafter also referred to as “readily available data”):

Category	Details	Average volume	Frequency
User settings	- Setting of set points (including end user’s temperature settings). - Setting working modes (including manual, AUTO / programming, ECO, holiday, OFF).	2MB/month	In real time and continuously once per hour.
Operational data and working time	- Value of sensors (including measured temperatures). - Status variables (including heating cycles and duration, water withdrawals, antibacterial function activation, Wi-Fi signal strength, ...).	2MB/month	In real time and continuously once per hour.

The data are generated by the Products continuously and in real time. The frequency of data collection varies depending on the type of data concerned, as shown in the table above.

The data referred to in this notice do not include any information that could be classified as a trade secret within the meaning of EU Directive 2016/943.

For information regarding the personal data collected by the Data Holder, please refer to the privacy notice provided in accordance with Article 13 of Regulation (EU) 2016/679 (“GDPR”).

Readily available data may be used by the Company to pursue the purposes set out in this notice as well as in the Service Terms and Conditions.

3. Methods of archiving and retention period

Readily available non-personal data generated by your use of the Connected Product you own, as well as by the related services provided by the Company in connection with the Connected Product, will be stored in the cloud from the date the product is registered for a maximum period of two years from the date of collection.

To connect the Products to the Data Holder's Service, you must have an internet connection and create a Thermowatt Account, accepting the terms and conditions of the Service, which can be viewed online or in the app during the account creation process.

The data are overwritten periodically. If individual system components are switched off or reset, data may be lost.

4. Purposes for which non-personal data are used

The readily available non-personal data generated by the Product and the Service will be used by the Data Holder for the following purposes:

- a) the performance of a contract with the User or activities related to that contract;
- b) to provide assistance, warranties or similar activities, or to assess claims of the User, the Data Holder or third parties (e.g. regarding Product malfunctions) relating to the Product or the Service;
- c) to monitor and maintain the functioning, safety and protection of the Product or Service and to ensure quality control;
- d) to improve the functioning of any related product or service offered by the Data Holder;
- e) the development of new products or services by the Data Holder, by third parties acting on behalf of the Data Holder or in collaboration with it;
- f) aggregate this Data with other data or create derived data, for any legitimate purpose, including with a view to selling or otherwise making such aggregated or derived data available to third parties, provided that such data do not allow the specific Data transmitted to the Data Holder by the Connected Product to be identified, nor does it allow third parties to derive such Data from the dataset.

The Company may share readily available non-personal data with third parties, such as affiliates, business partners or service providers, for the following purposes: (a) To assist the Data Holder in achieving the permitted purposes of use; (b) To achieve, in collaboration with the Data Holder, the permitted purposes of use; (c) To make use of cloud hosting services.

5. Access, retrieval and deletion of data

Users may submit a request to access the data generated by their Product and the Service by following the procedure described below:

- a) within the app, through the dedicated "INFO" → "System statistics" section.

The data will be provided in the commonly used ".xlsx" format.

Once the retention periods referred to in point 3 have expired, the data will be destroyed, deleted or anonymised, in accordance with the technical procedures for deletion and backup and the Data Holder's accountability requirements. Your data will also be deleted if you request to unsubscribe from the Services.

6. How we share data with third parties at the user's request

The user may request that the Data Holder:

- to share readily available data with third parties identified by the user and duly authorised for this purpose, on the basis of a contract entered into with them;
- put an end to the sharing of data with these third parties.

This request to share data generated by your Product and the Service may be sent to the following email address: info.connectivity@thermowatt.com.

If the data sharing request concerns data classified as personal, the third party with whom the sharing is requested must have a valid legal basis pursuant to Articles 6 and 9 of the GDPR.

The Data Holder may reject, suspend or deny the request to share data, or require the application of specific technical and organisational safeguards, if the data of which the sharing is requested constitute trade secrets held by Thermowatt S.p.A or a third party.

7. Restrictions on use by users and third parties with whom they wish to share

It is understood that, in accordance with Articles 4(10) and 6(2)(e) of the Data Act, the data may not be used to develop products that compete with those of the Data Holder, and no coercive measures and/or vulnerabilities in the Data Holder's technical infrastructure may be exploited in order to gain access to such data.

8. Complaints

The user has the right to lodge a complaint regarding a breach of the provisions set out in Chapter II of the Data Act with the competent authority designated in accordance with Article 37 of the Data Act.

9. Contract details

The Data Holder will process the data until:

- i) the Product is destroyed, damaged to such an extent that it can no longer generate data, or disconnected from the network and/or the Thermowatt Account;
- ii) the user is no longer entitled to use the Product and/or the Service;
- iii) the user breaches the general terms and conditions of use of the Service;
- iv) the Service is suspended by the Data Holder, as provided for in the general terms and conditions and the legal terms and conditions of use of the Service;
- v) A Thermowatt account is deleted upon the user's express request or if the user fails to log in.