INFORMATION PROVIDED PURSUANT TO ARTICLE 3(2) (CONNECTED PRODUCT) AND ARTICLE 3(3) (RELATED SERVICE) OF REGULATION (EU) 2023/2854 ("DATA ACT")

Summary

INFORMATION PROVIDED PURSUANT TO Article 3(2) (Connected Product) and Article 3(3) (Related Service) of Regulation (EU) 2023/2854 ("Data Act")

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- The Services offered pursuant to Articles 3(2) (Connected Products) and 3(3) (Related Services) may generate the following types of data.
- Types of data accessible to the user – Data Act (Access, Legal basis, Restrictions, Format, Interoperability)
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1. Introduction.

Elero GmbH offers a wide range of products and services in the field of Home and Building Automation, which can also be managed via dedicated apps. Elero GmbH provides the following information in accordance with the provisions of Regulation (EU) 2023/2854 ("Data Act") with reference to both the product directly connected pursuant to Art. 3, paragraph 2 of the Data Act and the related service ("Service") which provides the possibility, through apps (the "APP") and the use of Cloud services, to remotely perform a series of functions connected with the automation systems produced by elero GmbH. (the "Products"). This information is provided here by elero GmbH in its role as Service provider.

2. Definitions.

Connected product (Article 3, paragraph 2): This is the physical device (e.g., gate automation, smart roller shutter, connected sensor) that collects or generates data during its operation.

elero GmbH undertakes to ensure that the end user has access to the data generated by the product, either directly or via an interface, within the limits of the data processed by the product.

Related service (Art. 3, para. 3): This is a digital service or software, such as the apps provided by elero GmbH or the cloud platform, which interacts with the connected product, collecting or processing its data.

3. Identity of the data controller and contact details

The Data Holder pursuant to Art. 2 (13) of the Data Act is elero GmbH, with registered office in Maybachstr 30, 73278 Schlierbach Germany (the "Company").

For any data-related request, you can contact the Company by email at the following address: eudataact@niceforyou.com

4. Data generated by the Products: nature, estimated volume, frequency of collection and access

Following installation and activation, the Products may generate technical data relating to their operation. Such data may include, but is not limited to:

- Usage information, such as number and frequency of activations, opening and closing times, logs and data generated by the product and/or related to the use of the product (e.g., temperature), etc.;
- Technical information, such as device model and version, type of internet connection, battery status, and diagnostic data.

Data collection may take place:

- on an ongoing basis;
- at regular intervals;
- or during specific events related to the use of the device and/or particular stages of its life cycle (e.g., system updates, resets, or status changes).

The data is transmitted to the Service via an internet connection and may be:

- stored locally on the device itself;
- or, if the device is associated with an online service, stored in cloud databases located in data centers in the European Union and managed in accordance with European regulations on the protection of personal data.

The duration of data storage is determined based on the type of product, depending on which the data may be available for a certain period of time depending on the technical characteristics of the product as indicated in the instruction manual for each product. In the case of a device associated with an online service and linked to an account, without prejudice to the storage time limits specific to the product and/or service costs, the duration may never exceed the validity period of the User's account.

When the account is deleted and the device is subsequently disconnected, the data is permanently and irreversibly deleted. After such deletion, any requests for access or transfer of data cannot be processed.

It should also be noted that the data may no longer be available even in the event of a device reset or deletion of data stored in the cloud.

Access is granted to the user after authentication and verification in read-only mode using the supported methods (e.g., reference app, dedicated website, panel, etc.) and allows the user to view the status of the automations in real time and consult the data produced by the automations according to the technical specifications of each device as indicated in the operating and installation manuals of each product, to which reference must necessarily be made.

5. Related service data: nature, estimated volume, and access methods

In the context of providing the related service (e.g., mobile application, cloud infrastructure for home automation), data relating to the use of the app and the operation of the devices is generated, including:

- App usage information: number of commands sent, user sessions (times and duration), options selected, frequency of interaction;
- Technical device information: model, firmware version, connection type, battery status, and diagnostic logs.

Data collection may take place:

- continuously;
- at regular intervals;

or as a result of specific events related to user usage or the device's life cycle (e.g., updates, resets, status changes).

Data collection and transmission follow the product's operating procedures and reflect its technical characteristics.

The collected data is transmitted to the Service via an Internet connection and stored:

- locally on the device;
- in the cloud, if the device is associated with the service, in cloud databases located within the European Union, managed in accordance with personal data protection regulations.

Data retention is determined based on the type of product and the user account lifecycle.

Furthermore, if the user removes the App from their device, some local data may be lost due to the nature of the operating system backups.

When the user deletes their account, resets, and/or disconnects the device, all collected data is irreversibly deleted. After that point, any requests for access or data transfer cannot be fulfilled.

6. Use by the data controller

The Data Holder may use the data generated by the products, readily available and collected through the service, for the following purposes in accordance with the contractual terms and the information provided to the user:

- continuous improvement of the Service and Products;
- predictive maintenance and technical diagnostics;
- IT security and prevention of abuse;
- aggregate statistical analysis and development of new features;
- resolution of malfunctions reported by the user
- User profiling if authorized in accordance with EU Regulation 2016/679.

The data may be shared with the following third parties:

- cloud infrastructure providers;
- technical support companies authorized by elero GmbH;
- technology partners and developers involved in the development, testing, or updating of products and the App;
- cybersecurity consultants, for audit and security purposes;
- installers of elero GmbH products or Group companies.

Such sharing will take place exclusively for purposes compatible with those declared to the user for purposes related to the proper functioning of the service and compliance with current legislation on data and personal data that guarantees compliance with applicable legislation, including the protection of personal data.

7. User's right of access

The User has the right to access the data generated by the use of the connected Product and the related Service (the “Data”), as provided by law with respect to the type of services, marketed products, and within the limits established by the applicable legislation regarding its effective application to products already sold and/or no longer marketed before the entry into force of the Data Act. This right is not absolute and may be subject to limitations based on legal provisions, technical feasibility, and as indicated in this notice.

If the Data is not directly accessible from the device or the application, the Data Holder may make it available without undue delay, in a complete, structured, commonly used, and machine-readable format.

Where technically feasible, the data will be provided in a timely manner, in conditions of security, integrity, and equal quality to those available to the holder.

The Data will be provided in the format indicated above, together with metadata, in accordance with the interoperability requirements of the Data Act (Article 4(1)).

8 . Extension to related service data

The above rights also extend to data generated or processed by the related service (such as mobile apps, cloud interfaces, or other local/remote systems), within the limits of the provisions for "related service data" in the Data Act.

9. Portability to third parties

The User also has the right to obtain the direct transmission of the Data contained in the Cloud to a third party indicated by him/her, without undue delay, in a structured, interoperable, commonly used and machine-readable format and, where technically possible or where it does not involve a manifestly disproportionate effort, in real time (Article 5(1) of the Data Act).

The transmission methods, as well as the possible availability of historical data, depend on the type and model of the device, the connection used, and the communication protocols implemented. The obsolescence of the systems involved in the request may make it impossible to fulfil the portability request, and this will be promptly communicated.

Any requests for clarification or to exercise your rights may be submitted through the official technical support channel by emailing the following address: eudataact@niceforyou.com.

The limitations provided for by applicable law and the paragraph on restrictions remain unaffected.

10. Sharing with third parties and right to revoke sharing

The user, where the product is enabled, may request the sharing of data generated by automations and the Service, as well as related metadata, with third parties selected by the user within the limits set forth in Article 5 of the Data Act, through a specific feature available in the App in accordance with the product's technical specifications. Users may revoke their consent to sharing at any time using the same method. Revocation takes effect immediately, without prejudice to the lawfulness of processing based on consent given prior to revocation.

11. Limitations, conditions, and protection of trade secrets and company know-how

11.1. Restrictions under the Data Act

Elero GmbH, as the Data Holder, while respecting the User's rights under the Data Act, may limit or refuse access, portability, or sharing of certain Data in the following cases:

- If the request cannot be fulfilled due to system obsolescence.
- if the requested access may lead to the disclosure of trade secrets, confidential know-how, or strategic information, or compromise the cybersecurity or integrity of digital infrastructure (Art. 4, paras. 6 and 7);
- if processing the request involves a technical effort that is manifestly disproportionate to what is reasonably necessary to extract and provide the requested Data (Art. 4, paras. 3 and 7).
- If disclosure of the data is not possible due to the fact that the data is not stored by elero GmbH based on the technical characteristics of the product, or due to the fact that the data has been permanently deleted as a result of the product being disconnected from the user's account or the user's account being deleted.

11.2. Transparency regarding refusal of access or sharing

In the event of a total or partial denial of access, transfer, or sharing of the requested Data, the Data Holder shall provide the User with a written and reasoned communication, containing:

- the specific reasons for the refusal;
- an indication of the categories of data affected by the restriction;
- the regulatory and technical references on which the decision is based.

11.3. Exceptions and guarantees

Any restrictions will be adopted in accordance with the principle of proportionality, assessing on a case-by-case basis the balance between the User's rights and the interests protected by the Data Holder , with adequate internal documentation of the reasons.

The User retains the right to:

- receive a documented response to the request;
- lodge a complaint in accordance with the internal procedure for exercising rights;
- refer the matter, where applicable, to the competent supervisory or judicial authorities.

11.4. Protection of trade secrets

If the Data generated by the Products and the Service includes, in aggregate or structured form, information covered by trade secrets pursuant to applicable law and Article 4 of the Data Act, elero GmbH will adopt appropriate technical and contractual measures to ensure the protection of such secrets, including (by way of example):

- signing of confidentiality agreements (NDAs);
- adoption of secure and profiled access protocols;
- application of sector-specific codes of conduct or selective authorization procedures;
- selective filtering of shared Data, using pseudonymization or anonymization techniques

If the User fails to comply with the agreed measures or engages in conduct that compromises the confidentiality of trade secrets, the Data Holder may suspend or limit the sharing and access of the Data concerned, subject to written notice.

12. Complaints

The User has the right to lodge a complaint with the competent Authority designated pursuant to Article 37 of the Data Act, if they believe that there has been a violation of the provisions of Chapter II of the Data Act.