



WEBSITE TERMS OF USE

Your use of the somfy.com.au, somfy.com.au/support/somfy-electrical-services, somfypro.com.au, somfy-architecture.com.au, shopsomfy.com.au, somfy-connect.com and tubemotor.com.au and other websites ("**Somfy websites**") owned by Somfy Pty Limited ABN 77 003 917 244 and its related bodies corporate, including Somfy Automation Services Pty Limited ABN 18 143 918 227 trading as Somfy Electrical Services, ("**Somfy**", "**we**", "**our**" or "**us**") is subject to these Terms of Use; our Privacy Statement; and any other terms, conditions, notices or disclaimers displayed on the Somfy websites (collectively "**Website Terms**"). By using any of the Somfy websites you will be deemed to accept the Website Terms and agree to be bound by them.

Changes to the Website Terms

These Website Terms issued by Somfy Pty Limited are effective from 1 July 2017. We may change the Website Terms from time to time by publishing an updated version on the Somfy websites. By continuing to use any of the Somfy websites you will be deemed to accept the updated Website Terms and agree to be bound by them.

Registration may be required to access

We may require you to register with us in order to access some parts of the Somfy websites. Where you register with us, you must keep your registration details confidential; you will be responsible for any access to the Somfy websites using your registration details, even if the access is by another person.

No unlawful, infringing or offensive activity

You must not post or transmit to or via the Somfy websites any information or material or otherwise use the Somfy websites for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.

No viruses or other interference

You must not transmit to or via the Somfy websites any virus or other information or material or otherwise use the Somfy websites in a way which:

- tampers with, hinders the operation of or makes unauthorised modifications to the Somfy websites;
- inhibits any other user from using the Somfy websites;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

You must also not permit or enable another person to do any of those things.

We may suspend or terminate your access

We may suspend or terminate your access to all or any part of the Somfy websites at any time, if you breach these Website Terms in our reasonable opinion.

Content that you submit to the Somfy websites

This section applies if you submit, post, transmit or otherwise make any material available via any of the Somfy websites ("**your content**"). Where you do so, you grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate to the public your content for the reasonable purposes of our business, and the right to sub-



license those rights to others. You also consent to any act or omission that would otherwise infringe any of your rights (including your moral rights) in your content.

You warrant that you have the right to grant the above licence, that our exercise of the licence rights above will not infringe the intellectual property rights of any person, and that the content is not defamatory and does not breach any law.

We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including ensuring the operational integrity of our services.

Our content

All copyright and other intellectual property rights subsisting in the Somfy websites and the material on the Somfy websites (including, without limitation, the software, design, text and graphics comprised in the Somfy websites and the selection and layout of the Somfy websites) are owned or licensed by us and protected by the laws of Australia and other countries.

You are authorised to view the Somfy websites and its contents using your web browser or, where expressly invited to do so, to share certain content on social media. You must not otherwise reproduce, transmit (including broadcast), communicate, adapt, distribute, sell, modify or publish or otherwise use any of the material on the Somfy websites, including audio and video excerpts, except as permitted by statute or with our prior written consent.

Our trade marks

The Somfy websites include registered trade marks and trade marks which are the subject of pending applications or which are otherwise protected by law including, but not limited to, the following words or devices: SOMFY, OREA, ALTUS, ANIMEO, AUTOSUN, AXOVIA, AXORN, CONNEXOON, KEASY, PASSEO, EOLIS, INTEO, CENTRALIS, CHRONIS, IPSO, FREE ROLL, IXENGO, IRISMO, KEYGO, WINDOROLL, ROLLMASTER, CLIC&UP, RADIO TECHNOLOGY SOMFY, SOMFY HIPRO, ORIENTA, DOMIS, KEYTIS, OXIMO, ACTIVE CONTROL SYSTEM, SOMFY DRIVE CONTROL, , DEXXO, GLYSTRO, AXROLL, HOME MOTION, MY, SITUO, COMPOSIO, IMPRESARIO, SIMU, SONESSE, SUNIS, WIREFREE, YESSEO, GLYDEA, MODULUS, SMOOVE, INIS, SITUO, NINA,



You may not use any of these trade marks, the names 'Somfy Pty Limited', 'Somfy SAS' or 'Somfy' or the name of any of our related companies without our prior written consent.

Website visit tracking technologies

As is standard practice on many corporate websites, the Somfy websites use "cookies" and other technologies to help us understand which parts of the Somfy websites are the most popular and the preferences of users of Somfy websites, as well as to facilitate navigation throughout the Somfy websites. We may also use cookies and other technologies to study traffic patterns on the Somfy websites, to improve their functionality and usability as well as to improve the effectiveness of Somfy's communications with its customers. We may also use cookies to customize your experience and provide greater convenience to you during your interactions with the Somfy websites.



A cookie is a unique alphanumeric identifier that websites use to help identify the number of unique visitors to a website, whether or not those visitors are repeat visitors, and the source of the visits. Cookies cannot be executed as code or used to deliver a virus and thus pose no threat to you. Servers and sites other than the one placing the cookie on your hard drive cannot read the cookie, and no personal information can be gathered by other servers from the cookie. If you prefer not to enable cookies or to disable them, you may do so through your web browser's security settings. Please note that certain features of the Somfy websites may not be available once cookies have been disabled.

Like most websites, the Somfy websites gather certain information automatically and store it in log files. This information includes internet protocol ("IP") addresses, browser type, operating system, internet service provider ("ISP"), referring/exit pages, date/time stamp of access, and clickstream data. When you visit the Somfy websites, the server automatically logs your IP address, the time and duration of your visit, and the time and duration spent on the pages of the Somfy websites which you view. If you arrive at the Somfy websites by clicking a paid advertisement or a link in an e-mail, then the server will capture information that tracks your visit from that link. If you arrive at the Somfy websites by clicking on a non-paid source, such as a search engine result or link on another website, the server may capture information that tracks your visit from that source, to the extent available. We use this information to analyse trends, to administer the Somfy websites, to track users' movements around the Somfy websites and to gather demographic information about users of Somfy websites as a whole. We may use the information collected to market directly to you with your consent.

In some of our e-mail messages we use a "click-through URL" linked to content on the Somfy websites. When you click one of these URLs, it passes information through our web server before arriving at the destination web page. We track this click-through data to help us determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked, simply avoid clicking text or graphic links in the e-mails sent.

We additionally uses pixel tags, which are tiny invisible graphic images, to tell us what parts of the Somfy websites users have visited or to measure the effectiveness of searches users perform on the Somfy websites. Pixel tags may be used as part of our use of third party site statistics trackers and analysers which we employ to track and analyse the data collected from the Somfy websites. Pixel tags also enable us to send e-mail messages in a format users can read and they tell us whether e-mails have been opened to assure that we are only sending messages that are of interest to users of Somfy websites and our customers. We store all of this information in a secure database on our web server.

Links to third party sites

The Somfy websites may contain links to third party websites. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services provided at those sites. You access those sites and use the information, products and services made available at those sites solely at your own risk.

Linking to the Somfy websites

You may create a link to pages of the Somfy websites. However, you must not:

- display any page of the Somfy websites in any distorted or altered form;
- create a link to the Somfy websites on any site unless that site conforms to accepted standards of public decency and good taste, does not expose us to any risk of liability under any criminal or civil law (including liability arising from the infringement of a third party's rights) and does not disparage us or our goods or services; or

- create any link or use any link in any way to represent or imply falsely, deceptively or confusingly that we sponsor, endorse or are affiliated with or related to any third party (including you) or product; or you are providing, or are the source of, any goods or services provided by us.

We reserve the right to withdraw linking permission by giving notice to you or updating these Website Terms. You agree to indemnify us against all actions, claims, costs, demands, damages or liability arising in any manner from any link that you create.

No warranties or representations

To the maximum extent permitted by law, we do not represent or warrant that the content on the Somfy websites is accurate, reliable, suitable, or complete.

In particular, although we use reasonable care and skill in providing the Somfy websites, we cannot promise that the Somfy websites will be continuously available or virus or fault free.

Our liability to you

Except as set out under this section, we may be liable to you for breach of contract or negligence under the principles applied by the courts. We are not liable for any loss or damage to the extent that it is caused by you.

To the maximum extent permitted by law, we exclude any liability to you that may otherwise arise as a result from your use of the Somfy websites in connection with any business purpose. If we are not entitled by law to exclude liability arising from breach of a statutory duty or other legislation, then to the extent we are permitted to do so we limit that liability to resupply of the services, information or links and associated services, as the case may be.

Your liability to us

You are liable to us for breach of the Website Terms or negligence under the principles applied by the courts. You are not liable to us for any loss to the extent that it is caused by us.

Inconsistent terms

If there is an inconsistency between these Website Terms and any other terms displayed on individual pages of the Somfy websites, those other terms will govern to the extent of the inconsistency.

No waiver for breaches

If we do not act in relation to a breach of the Website Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.

If you do not act in relation to a breach of the Website Terms by us, you do not waive any rights to act in relation to that breach or any later breach by us.

Governing law

The Website Terms are governed by the law in force in the State of New South Wales, Australia.