**Terms of Use and End User License Agreement for the App**

Please carefully read this Terms of Use and End User License Agreement (“**EULA**”) to ensure that you understand its contents before you use the App. By checking the acceptance box when you register yourself to use the App you agree that you have read and understood all of the terms and conditions set forth herein and you agree to them, by entering into an agreement with BISSELL. If you do not agree with this EULA, please do not accept and do not use the App.

This EULA is currently available in the following languages: English, Dutch, Spanish, Portuguese, French, Italian, German, Polish and Swedish.

# Definitions

## In this EULA the expressions below shall have the meaning assigned to them in this clause, unless the context requires otherwise:

|  |  |
| --- | --- |
| ”App” | the BISSELL application, including any Updates |
| “BISSELL” | BISSELL Homecare, Inc., a US company with registered office at 2345 Walker Avenue NW, Grand Rapids, Michigan 49544, U.S.A., and with Federal Identification No. 38-3464665. |
| “Connected BISSELL Product(s)” | any BISSELL product that supports connectivity with the App; |
| “Documentation” | the information about the App, its features and the system requirements as made available by BISSELL; |
| “External Services” | third-party services and websites |
| “Updates” | any modified versions and updates of, and additions to the App; |
| “User” | any user of the App |

# General

## This EULA covers your use of the App whether or not used in combination with any device and any Connected BISSELL Product.

## If you accept this EULA on behalf of another person, you warrant that you have full legal authority to accept the terms and conditions in this EULA on behalf of that person, and to legally bind that person. The App is intended for use only by persons who are at least 18 years of age. By using the App, you confirm to us that you meet this requirement and you understand that BISSELL may use your contact information and/or any technical means, to verify that you are indeed in compliance with this requirement. In addition, you agree to cooperate and allow BISSEL to block and/or remove your access to the App in case you are underage.

## BISSELL reserves all rights in and to the App not expressly granted to you under this EULA or under any applicable mandatory laws. BISSELL may amend, supplement or replace the conditions of the EULA in a new version of the App or by timely and duly informing you, in order for you to accept the new EULA. Every time you update the App or download a new version you will have to accept the new EULA. If you do not agree to the new EULA and do not want to accept it, please do not download the new version or update. You may consult the different versions of the EULA through the following link: <https://www.bissell.eu/service/app-legals>.

## If you download the App onto a device that is not owned by you, you must have the owner’s consent for this. You will be responsible for complying with this EULA, whether or not you own the device on which the App is installed.

## Apps made available through the respective online market place (App Store, Google Play) are licensed, not sold, to you. Your license (as stipulated below) to the App is subject to your prior acceptance of this EULA or under any applicable mandatory laws.

## This EULA does not bind or impose any obligations to third parties such as Apple and Google. However, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce the EULA against the user as a third party beneficiary thereof.

# Subject: App content and registration process

## The App enables Users to connect their Connected BISSELL products. The App enables Users to view usage, remote control certain products, view replenishment options, access support and update their products and services over time. The App further offers the services specified in the market place (App Store, Google Play).

## The registration process in the App and the acceptance of this EULA begins with the download of the App through the different market places (App Store, Google Play), therefore you must respect the conditions of the corresponding market place.

## You may register on the App through Facebook and Gmail, without entering user data and password, allowing these platforms to share your user information with us. However, these platforms may require your user authentication data from that platform. You may be required to provide a multi-factor authentication depending on your security settings within Facebook and Google.

## If you register through the App, once you have downloaded the App, the system will take you to a form with (i) boxes to be filled in with your personal data (user name, surname, e-mail address, password, of a minimum of six characters and password confirmation) and (ii) boxes to be filled in with the data of the postal address.

## Once you have filled in all the data, press the "Register" button. The registration system will show the data for your verification or, if necessary, for its modification, indicating in red and with an asterisk those boxes that you have to correct. Once you have verified your data or corrected it, press the "Register" button and you will automatically be registered in the App by accessing your user account.

## In order to complete your registration in the App and start using it you will have to read and accept this EULA and the Privacy Notice.

## You will be able to correct any mistake in the provision of your data by modifying them in your user account.

## This EULA will be available for you at any time. BISSELL can also send you a copy of these EULA should you click in the link provided above.

# License

## All intellectual property rights in the App and the Documentation throughout the world belong to BISSELL (or its licensors).

## BISSELL grants you a non-exclusive, non-transferable, limited, revocable license to use the App and the Documentation in accordance with this EULA. BISSELL reserves all rights not expressly granted to you in this EULA.

# Permitted use and restrictions

## You may use the App for the purpose of connecting your Connected BISSELL Products. Once connected the app enables you to view usage, remote control certain products, view replenishment options, access support and update your products and services over time.

## You shall use the App and the Documentation in accordance with applicable laws and shall not:

## use the App: (a) to carry out activities contrary to the law, morality, dignity or established public order and (b) for purposes that are illicit, prohibited, or harmful to the rights and interests of third parties.

## falsify your identity by impersonating any other person.

## rent, lease, lend, sell, redistribute, sublicense, provide or otherwise make available the App and the Documentation in any form, in whole or in part to any person without prior written consent from BISSELL;

## copy, adapt, translate, decompile, reverse engineer, disassemble, alter, modify or create any derivative of the App or any parts thereof, except to the extent permitted by applicable law or as otherwise provided in this EULA;

## delete or alter any disclaimers, warnings, copyright or other proprietary notices accompanying the App and the Documentation;

## use the App in a way that could damage, disable, overburden, impair or compromise BISSELL’s systems or security or interfere with other users of the App;

## collect any information or data through and from the App or BISSELL’s systems or attempt to decipher any transmissions to or from servers in connection to the App.

# Updates and support

## From time to time BISSELL may update, provide maintenance to and change the App and the Documentation in its sole discretion and without notice to you, for instance to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

## You are responsible for updating the App. If you choose not to install Updates or if you configure your device to opt out from automatic Updates, you may not be able to adequately and securely continue using the App.

# Use of data

## Under data protection laws, BISSELL is required to inform you about who BISSELL is, how BISSELL processes your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <https://www.bissell.eu/service/app-legals>. We advise you to carefully read this information before using the App.

# External services

## The App may enable you to access External Services. You agree to use the External Services at your sole risk. BISSEL is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. You will not use the External Services in any manner that is inconsistent with the terms of this EULA or that infringes the intellectual property rights of BISSELL or any third party. You agree not to use the External Services for any unlawful purposes including to harass, abuse, stalk, threaten or defame any person or entity, and that BISSELL is not responsible for any such use. External Services may not be available in all languages or in your home country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

# Disclaimer

## Your use of the App is at your own risk.

## The App and the Documentation are provided on an “as is” and “as available” basis without warranty – express or implied – of any kind. BISSELL specifically disclaims the warranty of fitness for a particular purpose. No oral or written advice given by BISSELL, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty and you may not rely upon such information or advice.

# Liability

## TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL BISSELL BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF BISSELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

## Nothing in these EULA excludes or limits (i) the liability of either party for damages caused by gross negligence or willful misconduct; or (ii) your rights as a consumer.

# Term and termination

## This EULA will continue to be in force until terminated by you or BISSELL. Termination of this EULA entails that you are no longer able to use the App.

## You are free to terminate this EULA at any time by deleting the App from your device.

## Notwithstanding the above, the contractual relationship will be terminated immediately when a new update of the App has been made available to you and you do not accept the new EULA. The download of a new version/update of the App will require the full adhesion and acceptance of the new EULA and, consequently, the beginning of a new contractual relationship.

## BISSELL is entitled to terminate this EULA with immediate effect or with effect from a later date specified by BISSELL at any time without stating reasons.

# Miscellaneous

## A failure by BISSELL to give notice to you of any breach or non-fulfilment of any provision, term or clause of this EULA shall not constitute a waiver thereof, nor shall the waiver of any breach or non-fulfilment of any provision, term or clause hereof constitute a waiver of any other provision, term or clause thereof.

## If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

## Specifically excluded from application to this EULA is that law known as the United Nations Convention on the International Sale of Goods.

# Contact

If you have any questions, suggestions, complaints or claims regarding the App, please contact us at:

Phone: 1-800-237-7691 or 024 8080222

Email: [customerservice@bissell.com](mailto:customerservice@bissell.com), service@bissell.com or for privacy inquiries via online web form at <https://www.bissell.eu/service/>GPDR-data-subject-request

This EULA is last revised on: 1 June 2020