

Legrand Care API - Terms and Conditions

Last update: 5/10/2022

1. Purpose and scope

Legrand Care is a brand belonging to Legrand Group España S.L. (hereinafter Legrand Care), declares that these "Legrand Care API" Terms and Conditions (these "Terms and Conditions") include quality and functional rules, and other legal terms, that Legrand Care require all partners, developers or other users of LEGRAND CARE API (hereinafter the Partner) to accept and implement as a condition of creating an account, accessing and using our Services and any documentation, materials, code, data, and other materials made available to them by Legrand Care to develop solutions (i.e. app / web app that consume the APIs available through the <https://app.swaggerhub.com/apis-docs/LegrandCare/> (hereinafter LEGRAND CARE API website)). In the case the Partner wants to investigate a deeper partnership opportunity (co-branding, co-marketing activities, etc...) he/she is invited to contact Legrand Care (please see article 18). The use of LEGRAND CARE API Services implies that the terms of those services also apply to the Partners and their end users. The Partner represents he/she can legally form a binding contract. He/she represents he/she is 18 years of age or over, has the authority and capacity to accept these Terms and Conditions, and agrees to be bound by these Terms and Conditions. He/she to whom the account has been created belongs to other company, organization, or other entity, then (i) "he/she" includes him/her and that entity, and (ii) he/she represents and warrants that he/she is an authorized representative of the entity with the authority to bind the entity to these Terms and Conditions. The Partner agrees that Legrand Care subsidiaries and affiliates may provide the LEGRAND CARE API Materials to him/her on behalf of Legrand Care and these Terms and Conditions will govern his/her relationship with these companies. A company is an "affiliate" of another company if it directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the other company.

2. Definitions

The term "API" refers to "Application Programming Interface" that are available through the LEGRAND CARE API website. The term "Application" refers to any app or web app the Partner wants to develop and needs to be registered on the LEGRAND CARE API website in order to allow it to consume the APIs. The term "Legrand Care" refers to an office and a brand of Legrand Group España S.L. The term "Personal Data" refers to any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (European GDPR, Regulation (EU) 2016/679). The term "Products" refers to a package of APIs to be subscribed to by the Partner to be used and accessed to. The term "Services" refers to the subscription of the Products and the registration of the Application. The term "Terms and Conditions" refers to the present terms and conditions.

3. Registration

3.1. Creation of account

Partners account need to be created by Legrand Care in order to use the LEGRAND CARE API Services. This account will enable them to integrate into their applications and web applications the LEGRAND CARE API Services (as APIs). Prior to formal approval of the request to create a Legrand Care account, the Partner shall verify its contact

information (first name, last name, e-mail address, country) via email. Legrand Care may withhold approval of an account for any reason. The Partner represents that the given information is true and accurate and agrees to maintain it up-to-date. It is the Partner's responsibility to keep its password, account credentials, and accounts sufficiently secure and confidential. The Partner shall notify Legrand Care immediately in case of any unauthorized use, or suspected unauthorized use, of his/her Legrand Care account or if any other breach of security occurs. Legrand Care shall not be liable for any loss or damage arising from the Partner's failure to comply with these requirements. If Legrand Care has legitimate reasons to believe that the security of the LEGRAND CARE API Website is threatened or that the Partner's account is subject to unauthorized use of his/her means of identification, it may temporarily suspend the Partner's account, in order to preserve the integrity of the LEGRAND CARE API Website and data in particular, and, if deemed appropriate, demand the modification of the Partner's means of identification.

The Partner represents that he/she is not using an account in order to abuse the functionalities provided by the LEGRAND CARE API Services, nor to impersonate another user.

3.2. Registration cancellation

The Partner may request to Legrand Care stop using the LEGRAND CARE APIs at any time. Should Partner forget his/her password or encounter difficulties in accessing his/her account, Partner may request the deletion of his/her account.

4. Access to Services

LEGRAND CARE API allows Partner to subscribe to the following services:

4.1 Products subscription

Partner can ask to have access to Products available on the LEGRAND CARE API. Legrand Care is free to decide whether to give access or not and to revoke the grants at any time. Once the Partner has been granted access to the Products, he/she will receive credentials that will allow him/her to call the API embedded in the related Products.

4.2 Application Registration

Legrand Care and the Partner will accord the registration of his/her Application (web app or app). Legrand Care is free to decide to revoke the registration at any time. To the registration the Partner will provide following information of the Application:

1. Name
2. Description
3. Choose between Mobile app and Web App
4. URL
5. Reply URL
6. Technical contact email

When Legrand Care registers the application, an email is sent to the Partner with the data access and credentials.

5. Restrictions

Except as expressly and unambiguously authorized under those LEGRAND CARE API Terms and Conditions, the license granted is subject to the following restrictions: Partner may not use the LEGRAND CARE API Services in a product or service that competes with products or services offered by the Legrand Care without express authorization. Exceptions may be granted. For that purpose, please contact Legrand Care (see article 18). Partner may not use the "LEGRAND CARE API" Services in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or data protection rights, or in any manner inconsistent with these Terms and Conditions. Partner shall not misappropriate, reproduce, modify, distribute, decompile, disassemble or reverse engineer any part of the "LEGRAND CARE API", the Legrand Care products, or any data provided by Legrand Care. Credentials issued to the Partner during the products subscription are mandatory to request the "LEGRAND CARE API" APIs. Partner must keep these credentials confidential and may not share it with any third-party. The Partner must keep Secret key issued to him/her during the registration of the Application confidential and may not share it with any third-party. Partner may not sell, lease, share, transfer, or sublicense the "LEGRAND CARE API" credentials or "LEGRAND CARE API" accesses thereto without Legrand Care's prior, express, written permission. Products Rate Limits: Legrand Care reserves the right to limit the "LEGRAND CARE API" calls frequencies. Partner must respect the Rate limits set out by Legrand Care, which may change from time to time at Legrand Care's discretion in order to increase security against malicious uses. Each Product can have its own "Rate Limits". The Rate limits are written in the agreement. It is forbidden to multiply the number of apps to artificially increase rate limits. Instead, Partner should optimize the App/Web App so it does less calls. Apps/Web Apps that would not comply with these "Rate Limits" provisions would be deactivated. If the Partner wishes to increase the Rates Limits compared to the one offered in the Starter Kit, or for any technical question regarding these Rate Limits, the Partner should contact Legrand Care (please refer to article 18). API monitoring: Legrand Care may monitor the use of the Partner Materials to ensure quality, improve Products and Services, or verify Partner's compliance with these Terms and Conditions. Partner shall not interfere with such monitoring. Applications Management: Legrand Care reserves the right, without notice and at its sole discretion, to change any Application's name, description, icons (e.g. if considered inappropriate, infringing any copyright ...). Legrand Care reserves the right, without notice and at its sole discretion, to revoke the permission to any Application to use the LEGRAND CARE API Services. Export Restrictions: Partner shall comply with all applicable national and international laws and regulations regarding supply, sale, transfer, export, re-transfer, re-export of Products and Services, if any, and which include in particular the economic sanctions, the export control and economic embargoes (hereafter designated as "Export Restrictions"). Partner acknowledges that the service, documentation and other Legrand Care materials are subject to the export control laws of various countries, including, without limitation, the laws of the United States and European Union. Partner agrees that it will not submit the Products, Services, documentation or other Legrand Care materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of Legrand Care, and will not export the Products, Services, documentation and Legrand Care materials to countries, persons or entities prohibited by such laws. Partner shall also be responsible for complying with all applicable governmental regulations of the country where Partner operates, and any foreign countries with respect to the use of the Products, Services, documentation or other Legrand Care materials by Partner and its users. Developer acknowledges that he/she is solely responsible for obtaining and maintaining the necessary export licenses and agrees not to directly or indirectly export or transmit any of the LEGRAND Group materials to any country to which such transmission is restricted by law, without the prior written consent, if required, of the Office of Export Administration. Partner warrants that neither him/her, any affiliate, or any user are on any government-issued list

of restricted persons or entities including the Commerce Department Entity List, Denied Persons List or Unverified List, the Treasury Department Specially Designated Nationals and Blocked Persons List, and the State Department Debarred Parties List. Upon request, the Partner shall provide, Legrand Care promptly and at no additional cost, with any documentation required. Partner shall indemnify, defend and hold Legrand Care harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses, including attorneys' fees and any transaction expenses, due to an infringement of this article by the Partner. The Partner shall be liable for any action or omission committed in performance of his/her duties under this article, from its own actions or those of his directors, employees, affiliates, agents, suppliers, subcontractors or any person under his management and authority whatever they are.

6. Fees

The LEGRAND CARE API Services fees will depend on the agreements reached in the contract signed between Legrand Care and the Partner.

7. Intellectual Property

Legrand Care owns, reserves and retains all property rights, particularly intellectual property rights, including copyright for this website and the information contained therein. The brands cited on this website (non-exhaustive list: Legrand, Legrand Care, etc.) are registered trademarks. Except when expressly stated and/or authorized by the Legrand Care owner, all the patents, logos, texts, page layouts, visuals, photographs, graphics, icons and any other distinctive items contained in the pages of this website are the exclusive property of Legrand Care. Any representation or reproduction of Legrand Care's property as defined here above, in part or in whole, for collective use, on any medium or using any process, is strictly prohibited without written permission from Legrand Care or the assignees or successors thereof. Any breach of this copyright would thus constitute infringement sanctioned by Spanish legislation and regulation. Especially, Partner may not use Legrand Care's logos and brands or any variation thereof in a deceptive manner that would mislead the user into believing that his/her application would be an official production of the Legrand Care. The content provided through the LEGRAND CARE API Products and/or Services remains the property of the Legrand Care. Partner expressly undertakes to refrain from using the LEGRAND CARE API, Products and/or Services in any way that would infringe on the rights of Legrand Care.

This agreement in no way conveys any ownership rights in any Legrand Care's data and/or content accessed through the LEGRAND CARE API Website, Products and/or Services.

In the course of promoting, marketing, or demonstrating the LEGRAND CARE APIs, Legrand Care may produce, distribute and use depictions, screenshots, video, or other content from the Partner apps/websites, and may use its company or product name and logos. The Partner hereby grants Legrand Care all necessary rights for these purposes.

8. Privacy

8.1 Partner's Personal Data

Legrand Care undertakes to strictly adhere to the Spanish Data Protection Act ("Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales.") and to the General Data

Protection Regulation (UE 2016/79) provisions. Rules on Privacy are described in the [Privacy Policy](#) on the Legrand Care web. Partner's Personal Data is strictly reserved for internal use within the Legrand Care and will not be the subject of any commercial use or transmission or transfer to any third-party for commercial or canvassing purposes. A Legrand Care's subsidiary may share, provide or send data to other companies within the Legrand Care in Europe or worldwide, in particular, Partner's contact details may be shared with a Legrand Care's subsidiary established in the Partner's geographical location for the purposes of investigating a potential deeper partnership opportunity. (Partner shall be informed of such transfers in the Privacy Policy attached to his/her account and be given access, on demand, to the guarantees that have been put in place to organize the transfer of his/her personal data outside of the European Union). The Legrand Care companies will only process Personal Data for the purposes defined in the aforementioned Privacy Policy and in accordance with the Group's strict policies and terms on Personal Data use and protection.

8.2 Personal Data accessed through APIs (Customer Data)

"Customer Data" means any and all technical information, personally identifiable information (hereafter "PII"), device usage information, or other information derived from access to or use of any of the LEGRAND CARE API Products and Services, including but not limited to data acquired from or through the LEGRAND CARE API that relates to any end users of any Legrand Care Products and Services or pertains to use of any Legrand Care Products and Services by such end-users. Partner is considered as the sole data controller and is solely responsible for fulfilling all of his/her obligations under applicable data protection legislation. In particular and without limitation, Partner is responsible for obtaining all necessary consents from end-users in connection with any use of his/her apps, which consents will be compliant with all applicable data protection legislation and other privacy laws, rules, and regulations. Without limiting the foregoing, before collecting any Customer Data or other information from end users of his/her application, Partner must provide adequate information notice in line with personal data legislation's requirements. Such information shall include but is not limited to: Partner's identity, what Customer Data and other information he/she collects, how it will be used and/or shared, how long the data will be retained etc. Partner shall comply with all privacy laws and regulations (including those applying to PII) in connection with his/her access and use of the LEGRAND CARE APIs and Services. Partner will provide and adhere to a privacy policy for his/her app that: (i) exhaustively complies with all applicable laws, rules, and regulations, (ii) is conspicuously displayed to all end-users of applications, and (iii) clearly and accurately describes to end-users of applications what data and user information the Partner collects (such as PII, login information, etc.), how he/she uses and shares such information (including for advertising) with Legrand Care and third-parties and all other information required to be disclosed to end-users by law.

If an end-user or Legrand Care requests the Partner to have any Customer Data removed, corrected or deleted, or performs an action on a Product or Service that reflects this intent, the Partner agrees to promptly honor the end-user's or Legrand Care's request and to remove, correct or delete such Customer data from his/her servers and other assets, including back-ups, to the extent reasonably possible, or to validly anonymize the Customer Data so it cannot be tied back to an identified end-user. The Partner will not permit use of any Customer Data or disclose any Customer Data to any third-party except to those third-party service providers acting as processors under data protection legislation. In this case, Partner undertakes to put the necessary contract(s) in place, which contract(s) will be compliant with the applicable data protection legislation's requirements, to ensure processors of Customer Data are obligated to maintain and use such data only for Partner's own benefit and under strict confidentiality terms. The Partner's applications may use Customer Data only as required for use and access to said applications by the end-user to whom such Customer Data relates. The Partner shall not use or disclose any information derived

directly or indirectly from the Customer Data for any purpose other than as displayed in the Partner's privacy policy. Without limiting the generality of the foregoing, the Partner shall not use any part of the Customer Data to create a database separate from his/her application or transmit all or part of the Customer Data to any third-party for any use separate from his/her applications. Any use of Customer Data other than as expressly permitted by these Terms and Conditions is strictly prohibited. The Partner shall make sure he/she has a strong privacy policy and the he/she adheres to it.

9. Security

In order to protect Customer Data (as defined above), Partner shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. Partner shall make all reasonable efforts to protect Customer Data collected by Partner's Application, including without limitation any personally identifiable information (PII), from unauthorized access or use. In the event the Partner's systems or infrastructure that are used for storage, processing or hosting Customer Data are breached or compromised, or if Customer Data is inadvertently exposed to non-authorized third-parties, the Partner shall notify LEGRAND promptly, and in any case in no later than 48 hours after becoming aware of the data breach or exposure. Failing this, the Partner will be held responsible for all the consequences, direct and indirect, of a failure to notify within the time limits imposed by the regulations in force. Partner shall provide all available information, including root cause analysis, remediation steps and compensating controls to ensure such a breach does not occur in the future. Partner is responsible for providing customer notification, when applicable under the state breach notification statutes and any other applicable privacy laws and he/she will bear the costs incurred by him/her and LEGRAND resulting from his/her breach or exposure. He/She acknowledges that he/she is solely responsible for any personal injury or property damage arising from or relating to his/her use of LEGRAND CARE API Products and Services or any authorized or unauthorized use of his/her Applications.

10. DISCLAIMERS

THE LEGRAND CARE API PRODUCTS, SERVICES, DATA AND SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OF IMPLIED. LEGRAND CARE DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF OPERATION, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, ACCURACY, RELIABILITY, TIMELINESS, AND FITNESS FOR PARTICULAR PURPOSE. THE DEVELOPER EXPRESSLY AGREES THAT USE OF LEGRAND CARE API PRODUCTS AND SERVICES, INCLUDING ALL CONTENT OR DATA DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SERVICE, IS AT ITS SOLE RISK.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL LEGRAND CARE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE THE "LEGRAND CARE API" PRODUCTS AND SERVICES AND THEIR CONTENT, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF LEGRAND CARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification

The Partner agrees to indemnify, defend and hold Legrand Care, and its subsidiaries, affiliates, officers, directors, agents, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim, loss, damage (actual and consequential), suit or judgment arising out of the Partner's or his/her users' use of the "LEGRAND CARE API" Products and Services, including, without limitation, litigation costs and attorneys' fees, of every kind and nature. In such a case, Legrand Care will provide the Partner with written notice of such claim, suit or action. Legrand Care reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by the Partner.

13. Termination

Without limiting any other right or remedy of Legrand Care hereunder, Legrand Care will have the right to immediately terminate these Terms and Conditions and/or suspend or terminate access to the LEGRAND CARE API Products and Services and/or delete Partner's Legrand Care account without liability or other obligation to the Partner and without notice. Upon any termination or expiration of these Terms and Conditions or discontinuation of access to the LEGRAND CARE APIs for whatever cause, Partner must immediately cease all use of any LEGRAND CARE API Products and Services and branding and delete all copies thereof. Partner shall also immediately stop collecting any information from end-users and shall delete all information (including Customer Data) obtained via the LEGRAND CARE API Products and Services. Upon Legrand Care's request, Partner shall provide Legrand Care with written confirmation that all Customer Data has been deleted and communicate to end-users that his/her Application is no longer available.

14. Partner's legal status

The Partner shall act in his proper name, for its own account, and at its own risks. Nothing in these Terms and Conditions shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between Legrand Care and the Partner. The Partner has no right, nor authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of Legrand Care, or to bind Legrand Care in any manner whatsoever.

15. Confidentiality and Communication

The Partner shall keep confidential information provided by Legrand Care through materials or communications that is labeled as confidential or that would normally be considered confidential under the circumstances and shall not disclose it to any third-party without Legrand Care's prior written consent. Partner shall publicly refer to its use of LEGRAND CARE API Services, but he/she agrees not to make any other public statements that assert or imply any other relationship with Legrand Care, unless he/she has obtained Legrand Care's prior written approval.

16. Modifications

Legrand Care reserves the right to modify without notice and at its sole discretion the present Terms and Conditions. The modifications shall apply immediately, upon publication on the LEGRAND CARE API website. The Partner's continued use of the Services constitutes acceptance of the modifications of the Terms and Conditions. Legrand Care may at any time, without notice and for any reason, change, suspend or discontinue the Products and Services without incurring any liability whatsoever.

17. Litigation/Jurisdiction

These Terms and Conditions are governed by Spanish laws. Any dispute resulting from these Terms and Conditions will fall within the exclusive jurisdiction of the competent Spanish courts. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. Failure of Legrand Care to act on or enforce any provision of these Terms and Conditions shall not be construed as a waiver of that provision or any other provision in these Terms and Conditions. No waiver shall be effective against Legrand Care unless made by an authorized officer of Legrand Care in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

18. Contacts

Legrand Care ensures support on any questions (technical, commercial) related to the LEGRAND CARE API. Contact details will be provided through email to the Partner. Besides you can see the Legrand Care contact in [Legrand Care web](#).