

## ADVANCED SMART ASSISTANT SERVICE TERMS AND CONDITIONS

This document contains the terms and conditions under which Iberdrola Clientes, S.A. U (hereinafter, "**Iberdrola**") provides users who have an electricity supply contract with Iberdrola (hereinafter, the **Customer**"), the Advanced Smart Assistant service (hereinafter, the "**Advanced Smart Assistant programme Terms and Conditions**").

Advanced Smart Assistant (hereinafter also referred to as the "**Service**") is a smart home automation solution that automatically controls and optimises the consumption and power of the Customer's connected devices (Climate Control and Domestic Hot Water (DHW), Solar and Electric Vehicle), taking into account the comfort parameters previously provided by the Customer to Iberdrola through the Iberdrola App.

By accepting the Advanced Smart Assistant Programme Terms and Conditions, the Customer agrees to be bound by them and agrees to use the Service in accordance with them. Their use of the Service constitutes acceptance of the Advanced Smart Assistant Programme Terms and Conditions.

### 1. Recording

The Customer represents and warrants that the information provided by them is true, accurate and complete as requested when registering their profile, and undertakes to update it in a timely manner.

### 2. Permissions and Data Collection

By signing up for the Service, you agree to the following permissions in relation to the Smart Devices referred to in clause 7 of this document:

- Give Iberdrola permission to link and integrate with your Smart Devices.
- Give Iberdrola permission to take control of the operating and scheduling of your Smart Devices.
- Allow Iberdrola to collect Information related to your Smart Devices; for example: make and model of the device, energy consumption, preferences and performance of the asset, among others.

By signing up for the Advanced Smart Assistant, you also agree to Iberdrola collecting various data related to your Smart Devices to share with our Smart Device connectivity service provider.

You can change your data sharing preferences at any time. However, if you do not share the data, you will no longer have access to the automatic management of your Smart Devices, as we will no longer have the data necessary to provide the Service.

### 3. Duration of the Advanced Smart Assistant service

The duration of the Service will be the duration indicated in the Advanced Smart Assistant service contract.

Iberdrola reserves the right to terminate the Service under the following scenarios:

- In case of inappropriate and/or fraudulent use of the Advanced Smart Assistant.
- If these terms and conditions are breached.

- For any other reason, Iberdrola may cease to provide the Service when it deems it appropriate by sending prior notice to the e-mail address registered with the Service.

#### **4. Licence**

Iberdrola grants the Customer a personal, limited, non-exclusive, non-transferable, non-sub-licensable and revocable licence to use the Service through the Iberdrola App.

The Customer agrees to indemnify and hold Iberdrola harmless from any liability, loss, claim, damage, cost or action arising from its use of the Service.

#### **5. Limitation of Liability**

Iberdrola does not guarantee a minimum optimisation of consumption and in no case does Iberdrola assume direct or indirect damages, costs, losses or liabilities that may arise as a result of the use of the Service and, in particular, of consumption decisions made by the Customer in response to the Service.

Iberdrola offers no guarantee as to the fitness for a particular purpose, availability, accuracy or any results that may be obtained from the Service. Iberdrola does not guarantee that the Service will be free of faults or operate without interference and in any case, due to the availability of the Internet connection network.

In addition, Iberdrola may use third-party software or applications (including, but not limited to, APIs) to connect to Smart Devices as part of the Advanced Smart Assistant Service. Iberdrola's ability to manage these Smart Devices and perform the associated services is dependent on the availability of these third parties. Iberdrola is not responsible for any issues or losses which arise from the non-performance or lack of availability of such third party services.

Iberdrola Advanced Smart Assistant may contain hyperlinks or references to third party websites other than Iberdrola Advanced Smart Assistant. Any hyperlinks or references are specified for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained within them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services.

#### **6. Brand and Image**

All brands, logos, icons, images, designs, interfaces, text and other materials on the Service are the property of Iberdrola. The use, duplication or reproduction thereof is prohibited without the written approval of Iberdrola. Comments and suggestions about the Service to Iberdrola will be used to improve the Service, but Iberdrola is under no obligation to compensate the Customer.

#### **7. Compatible devices**

For the correct operation of the Service, the Customer must have one of the following smart devices, compatible for the optimisation of consumption and power (the 'Smart Devices'):

- To monitor household consumption and solar production: Wibeec Smart Consumption Monitor.
- To manage and optimise Domestic Hot Water (electric water heater): TP-LINK HS110 plug.
- To manage and optimise the Charging point: Wallbox Pulsar Plus charging point.
- To manage and optimise Climate control: Sensibo Sky Smart Climate Control.
- To manage and optimise the Electric Vehicle:

- Audi: A3 Sportback e-tron, A3 Sportback TFSI e, Q5 TFSI e, A7 Sportback TFSI e, Q5 Sportback TFSI e, e-tron, e-tron GT, e-tron S, e-tron S Sportback, e-tron Sportback, Q3 Sportback TFSI e, A6 Avant TFSI e, Q4 e-tron, Q4 Sportback e-tron, Q7 e-tron, Q7, Q7 TFSI e, Q3 TFSI e, Q8 e-tron, Q8 Sportback e-tron, Q8 TFSI e, RS e-tron GT, SQ8 e-tron, SQ8 Sportback e-tron, A8 L TFSI e
- Cupra: Born, Formentor, Leon, Mii
- Seat: Leon, Tarraco, Mii
- SKODA: Enyaq 50 iV, Enyaq 80X iV, CITIGOe iV, SUPERB iV, OCTAVIA iV
- Tesla: Model 3, Model S, Model X, Model Y
- Toyota: bZ4X, Prius plugin, RAV4 PHEV
- Volkswagen: ID.3, ID.4, ID.5, ID.7 ID. Buzz
- In addition to these, any others that may be compatible in the future.

## **8. Amendment**

Iberdrola reserves the right, at its sole discretion, to update or revise these Advanced Smart Assistant programme Terms and Conditions at any time, which will be communicated to the Customer via the e-mail address provided by them.

Use of the Service constitutes acceptance of the Advanced Smart Assistant programme Terms and Conditions, including any changes made by Iberdrola as permitted above.

## **9. Law and jurisdiction**

These Advanced Smart Assistant programme Terms and Conditions are governed by and construed in accordance with the laws of Spain.

For any dispute arising out of or in connection with the Service, the parties submit to the courts and tribunals of the city of Madrid, unless their jurisdiction is unavailable.