Data License Cookidoo

Right to use Product Data and Related Service Data

User has entered into a contract regarding a product from the Vorwerk Thermomix series as specified on https://www.vorwerk-group.com/eudataact ("**Thermomix Product**") with the local Vorwerk legal entity that is responsible for the distribution of Thermomix Products in the jurisdiction of the User ("**Contracting Vorwerk Legal Entity**"). During the use of the Thermomix Product by the User, various data related to the Thermomix Product or environment of the Thermomix Product will be obtained, collected, generated or otherwise processed by the Thermomix Product, including metadata (so called "**Product Data**"). In the event that the Thermomix Product is connected to a digital service provided or operated by Vorwerk Home & Co. KmG ("**Vorwerk Home**", "**VH**"), (so called "**Related Service**") the Related Service may obtain, collect, generate or otherwise process data representing the digitization of user actions or of events related to the Thermomix Product ("**Related Service Data**"). The User, the Contracting Vorwerk Legal Entity, and Vorwerk Home (together "**License Parties**") agree on the use and sharing of Product Data and Related Service Data as follows.

1. **Data Holder**

The License Parties agree that in context of this Data License, the data holder within the meaning of Regulation (EU) 2023/2854 ("**EU Data Act**") for all Product Data and Related Service Data shall be **Vorwerk Home** ("**Data Holder**") and that VH shall be subject to all rights and obligations arising from its roles as a Data Holder.

2. **Right to use non-personal Product Data and Related Service Data for specified purposes**

User grants the Data Holder the right to use the **Product Data and Related Service Data that is non-personal Data** for the following purposes to the extent permitted by applicable law:

- performance of an agreement with User or activities related to such agreement;
- monitoring and maintaining the functionality, safety, and security of the Thermomix Product or Related Service to provide incident preparedness and incident response, including the detection and investigation of incidents and root causes, troubleshooting, support, warranty, guarantee or similar activities and related data analytics to perform such activities;
- assess, defend, and/or enforce User's, the Contracting Vorwerk Legal Entity's, Data Holder's or third party's claims related to the Thermomix Product or Related Service;

- analyses and measurement of the effectiveness and use of the Vorwerk Thermomix Products and Related Services, including statistical analyses, in particular for ensuring quality control;
- improving the functioning of any product or service offered by the Contracting Vorwerk Legal Entity and/or the Data Holder, including conducting quality control, predictive maintenance and offering support or warranty services;
- developing new products or services and new features, functionalities and/or tools for the products or services by the Contracting Vorwerk Legal Entity and/or the Data Holder, and/or by third parties acting on behalf of the Contracting Vorwerk Legal Entity and/or the Data Holder;
- billing and account management;
- compliance with applicable laws and protection and enforcement of the rights of the Contracting Vorwerk Legal Entity and/or the Data Holder, and/or by third parties acting on behalf of the Contracting Vorwerk Legal Entity and/or the Data Holder;
- aggregating Product and Related Service Data with other data or creating derived data, for any lawful purpose; and
- subject to User's prior consent, training of proprietary and third-party vendor AI models, AI systems and machine learning features

("**Data License**").

The Data Holder does not use Product Data or Related Service Data to derive insights about the economic situation or assets of User or in any other way or form that are detrimental to the legitimate interests of User.

3. **Derived Data License and use by third parties**

The License Parties agree that the Data Holder is entitled to grant other legal entities within the Vorwerk Group with a right to use non-personal Product Data and Related Service Data for the purposes defined in the Data License ("**Derived Data License**"). The Data Holder is entitled to commission third-party vendors and suppliers or cooperation partners to use the Product Data and Related Service Data for the purposes specified in the Data License, provided that the Data Holder contractually binds the third parties not to further share the non-personal Product Data and Related Service Data received.

Notwithstanding the above, the Data Holder as well as, where permissible, third parties may use data processing services, such as cloud computing services, hosting services, or similar services to achieve, for their own account and under their own responsibility, for processing the Product Data and Related Service Data.

4. **Use and transfer of personal Product Data and Related Service Data**

The Data Holder may only use, share with third parties or otherwise process any **Product Data and Related Service Data that is personal data**, if there is a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 ("**GDPR**") and, where relevant, Directive 2002/58/EC ("**Directive on privacy and electronic communications**") or subject to any other applicable privacy laws.

5. **Technical and organizational measures**

The Data Holder shall apply technical and organisational measures in order to ensure a level of protection appropriate to the risk of the processing of Product Data and Related Service Data with regard to confidentiality, integrity and availability, as well as sufficient resilience and security of the data processing systems that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by User and the costs associated with the protective measures.

The technical and organizational measures are subject to technological advancements and ongoing development. In this context, the Data Holder and the Contracting Vorwerk Legal Entity are authorized to implement alternative, appropriate measures, provided that the safety level of the specified measures is maintained and not diminished.