

Miele 3rd Party API License and Terms of Use

Last modified: October 23, 2019.

The following Miele 3rd Party API License and Terms of Use (the "Terms") apply for the use of the 3rd Party API and/or the additional and complementary specifications, documents and other information concerning the 3rd Party API made available by the Miele & Cie. KG, Carl-Miele-Straße 29, 33332 Güterloh, Germany ("Miele") to you (either an individual or a company, organization or other legal entity is hereinafter referred to as "You" or "Your").

By checking the box on the registration page or by accessing or using the 3rd Party API and/or the additional and complementary specifications, documents and other information concerning the 3rd Party API made available by Miele, You acknowledge and agree to the Terms in full.

If You are an individual representing a company, organization or other legal entity ("Entity"), You represent and warrant that You have the legal authority to accept the Terms on behalf of such Entity and to bind it to the Terms. If You are not authorized, you may not accept the Terms.

1. Definitions

"3 rd Party API"	means the application programming interface made available to You by Miele in order to enable You to access Appliances Data;
"Appliances Data"	means any data or content accessed via the 3 rd Party API;
"Endusers"	means any user of a Software Application;
"Miele@home Appliances"	means any of Miele's kitchen, laundry care, or other domestic or commercial appliances using Miele's connecting system Miele@home;
"Software Application"	means any software application, website, product or other service using the 3 rd Party API and/or Appliances Data accessed through the 3 rd Party API;
"Remote Control"	means the functionality to receive status information of a respective Miele@home Appliance (e.g. general status, status running, remaining time, temperature) and - where available - to execute commands (e.g. start/stop, control setup, etc.) through a Software Application;
"Security Credentials"	means the necessary Client ID and Client Secret and/or other access credentials (ID, username, password, token) allowing access the 3 rd Party API and Appliances Data.

2. Registration / Security Credentials

- 2.1** You will receive Your Security Credentials before the first usage and access of the 3rd Party API. You will receive those Security Credentials after you have accepted the Terms and provided an accessible e-mail-address to Miele. Once You received Your Security Credentials, You will be able to use and access the 3rd Party API.
- 2.2** Your individual Security Credentials belong only to You and are non-transferable and non-assignable unless otherwise stated in these Terms. You shall keep Your Security Credentials in strict confidence and protect them from any unauthorized and/or unjustified access or use of third parties. You shall be responsible for all activities that occur using Your Security Credentials. You shall immediately notify Miele in the event of any (potential) loss or misuse of the Security Credentials by using the following email: psirt@miele.com.

3. Usage Rights

- 3.1** Subject to these Terms and to Your compliance with the provisions set forth in these Terms and with all applicable laws, Miele grants You a non-exclusive, non-transferable, non-sublicensable, non-assignable and revocable right to use and access to the 3rd Party API and Appliance Data
- a) to integrate features and functionalities into Your Software Application in order to enable Your Endusers to Remote Control Miele@home Appliances through Your Software Application; and
 - b) to allow Your Endusers to use Your integration of the 3rd Party API within Your Software Application in order to enable Your Endusers to Remote Control Miele@home Appliances through Your Software Application.

Furthermore, Miele provides additional and complementary specifications, documents and other information concerning the 3rd Party API in English language. You are entitled, subject to these Terms and to Your compliance with the provisions set forth in these Terms and with all applicable laws, to use the additional and complementary specifications, documents and other information concerning the 3rd Party API only for the purposes stated in Sec. 3.1. lit. a) and b).

You are only entitled to use the 3rd Party API, Appliances Data as well as the additional and complementary specifications, documents and other information concerning the 3rd Party API for the purposes stated in Sec. 3.1. lit. a) and b). Miele does not owe other services and does not grant additional rights to You under these Terms.

- 3.2** You are solely responsible for a proper implementation of the 3rd Party API into Your Software Application. You ensure and warrant that Your Software Application has been developed according to the state-of-the-art and that Your Software Application is securely configured. All costs and other expenditures related to the implementation, testing and operation of the 3rd Party API in Your Software Application shall be solely borne by You.
- 3.3** You shall only disclose, allow access to or make otherwise available the 3rd Party API, the additional and complementary specifications, documents and other information concerning the 3rd Party API and/or Security Credentials to Your employees who need access to the 3rd Party API, the additional and complementary documentation, specification and other information to fulfil the purposes stated in Sec. 3.1. lit. a) and b) above, provided that (i) You have entered into an agreement with Your employees which imposes the same obligations on Your employees as are imposed on You under these Terms and (ii) You acknowledge and agree to be responsible for and fully liable to Miele for any damages resulted from any breaches of these Terms or such agreements mentioned under (i) by Your employees.

4. Restrictions and limits

- 4.1 You acknowledge and agree to the following restrictions and warrant that You will not encourage or facilitate any third party to violate these restrictions.
- a) You shall not distribute, sell or allow access to the 3rd Party API (stand-alone) without integration in Your Software Application;
 - b) You shall not disclose, allow access to or make otherwise available the 3rd Party API, Appliances Data, the additional and complementary specifications, documents and other information concerning the 3rd Party API and/or Security Credentials to any person or third party unless You are expressly entitled to do so under these Terms;
 - c) You shall not use the 3rd Party API or Appliances Data in a way that may impair, harm or damage Miele or Miele's reputation;
 - d) You shall not use the 3rd Party API or Appliances Data for any illegal purposes or in any way which could violate these Terms or any applicable law, in particular but without limitation to applicable data protection law or any other third party rights;
 - e) You shall not sell, share, transfer or make otherwise available the Appliances Data, directly or indirectly, to any third party, unless otherwise stated in these Terms;
 - f) You shall not use the Appliances Data for any advertisement purposes or for purposes of targeting advertisement on the basis of Appliances Data;
 - g) You shall not use the 3rd Party API and/or the Appliances Data to interfere with, try to gain unauthorized access to, or otherwise disrupt any products and/or services made available by Miele and/or associated with the 3rd Party API and/or Appliances Data, any servers or networks connected with any products and/or services made available by Miele and/or associated with the 3rd Party API and/or Appliances Data;
 - h) You shall not transmit any malware, defects or any other items of destructive nature or any other items which could threaten the 3rd Party API, Appliances Data, any products and/or services made available by Miele and/or associated with the 3rd Party API and/or Appliances Data, to any servers or networks connected with any products and/or services made available by Miele and/or associated with the 3rd Party API and/or Appliances Data through Your use of the 3rd Party API;
 - i) You shall not translate, decompile, copy, reverse engineer, create derivative works or otherwise modify the 3rd Party API, Appliances Data, Security Credentials or any other information made available by Miele unless You are explicitly entitled to do so under applicable mandatory law;
 - j) You shall not integrate the 3rd Party API and/or use the 3rd Party API and/or Appliances Data in any Software Application that includes pornographic or any other adult content, promotes gambling, violates any applicable law or regulation or might otherwise harm Miele or Miele's reputation;
 - k) You shall not request from the 3rd Party API more Appliances Data than Your Software Application necessarily requires to fulfil the purposes stated in Sec. 3.1. lit. a) and b) above.

Miele is entitled to limit the amount of requests for Appliances Data through the 3rd Party API at any time at its own reasonable discretion. Miele will - without being obligated to do so - make reasonable efforts to notify You within an appropriate period about any limitation or other restriction of Your use of the 3rd Party API.

5. Updates to the 3rd Party API

- 5.1** Miele provides You the 3rd Party API free-of-charge and as a dynamic, developing service. Miele may extend, update, change, modify or remove features of the 3rd Party API at any time and at its own reasonable discretion. These Terms shall also apply to updates or revisions thereto. You acknowledge that updates, changes, modifications or removals of features of the 3rd Party API could have impact to the integrated functionalities of Your Software Application. It is Your sole responsibility to update, change or modify Your Software Application on Your own cost in order to integrate any updates or revised 3rd Party API into Your Software Application.
- 5.2** Miele will - without being obligated to do so - make reasonable efforts to notify You within an appropriate period about any intended updates, changes, modifications or removals of features of the 3rd Party API.
- 5.3** Miele is not obligated to maintain support for older versions/updates of the 3rd Party API.

6. Publication and Distribution of Software Applications with integrated 3rd Party API

- 6.1** You are entitled to market, publish and distribute the integrated 3rd Party API in Your Software Application only with Miele's prior approval. You require Miele's prior approval for each Software Application and each update or new version of an already approved Software Application. In the event an update or new version of an already approved Software application has no effect to the implementation and/or use of the implemented Miele 3rd Party API, you do not require Miele's approval for such an update or new version.
- 6.2** Miele is entitled to withdraw its approval at any time at its own reasonable discretion. In the event Miele withdraws its approval You shall immediately cease each and every marketing, publishing and/or distribution activity of the integrated 3rd Party API and You must immediately stop the use of the 3rd Party API; You shall not be entitled to claim for any damages costs, wasted efforts or lost profits.
- 6.3** You guarantee Miele that Your Software Application has been successfully tested and that Your Software Application does not transmit any malware, defects or any items of destructive nature or any other items which could threaten Miele or any of Miele's or other third party products, servers or networks.
- 6.4** You are solely responsible for all marketing, publishing and/or distribution activities of Your Software Application and You shall bear all costs and expenditures associated with the execution of such activities. In the event You and Miele intend to run common marketing and advertisement activities, You and Miele will stipulate the details and conditions of such common activities in a separate agreement.

7. Property rights & Trademarks

- 7.1** You acknowledge Miele's and all other third party property rights to the 3rd Party API, the additional and complementary specifications, documents and other information concerning the 3rd Party API and Appliances Data in their entirety, and You are obligated to their preservation. These rights include among others, copyrights, patents, trademarks, inventions, know-how and trade secrets. In particular, Miele and/or its licensors shall remain owner of the 3rd Party API and the additional and complementary specifications, documents and other information concerning the 3rd Party API or made otherwise available by Miele.
- 7.2** You agree to undertake all necessary steps to prevent possible damage or injury from the abovementioned rights, to stop said damage or injury, and to prosecute third parties if a third party has wrongfully accessed or come into the possession of the 3rd Party API, the additional and complementary specifications, documents and other information concerning the 3rd Party API or Appliances Data from You.
- 7.3** In the event You develop any new features or functionalities with regard to the 3rd Party API, You and Miele shall discuss and negotiate the use and usage rights of such features or functionalities in good faith.
- 7.4** You are not entitled to use any of Miele's trademarks without Miele's prior written or electronic approval (i.e email). You shall ask for Miele's approval for the first use of the Miele trademarks by contacting your project contact. In the event Miele permits the use of one or more of its trademarks, You are only entitled to use such trademarks for marketing and promotional purposes and in strict compliance with the Miele Guideline for the use of Miele Trademarks ([Miele Brand Guide](#)). Notwithstanding the foregoing provision, once You received Miele's approval to market, publish and distribute the integrated 3rd Party API in Your Software Application according to Sec. 6. above, You are allowed to state that Your Software Application is compatible with certain Miele@home Appliances, given that such statements are correct.
- 7.5** Miele is entitled to state that certain Miele@home Appliances can be remote controlled through Your Software Application. Miele is furthermore entitled to promote Your Software Application through its marketing and/or distribution channels – in particular, but without limitation, on its websites, exhibition stands and prospectus-. For this marketing and promotional purposes, You hereby grant Miele a royalty-free, non-exclusive, worldwide, transferable, sublicenseable right to use all of Your trademarks.

8. Warranties and Liabilities

- 8.1** YOU ACKNOWLEDGE AND AGREE THAT MIELE PROVIDES THE 3RD PARTY API ON AN "AS IS" BASIS. MIELE MAKES NO REPRESENTATIONS OR ENDORSEMENTS AND DISCLAIMS WARRANTIES OF ANY KIND WHATSOEVER TO THE 3RD PARTY API, THE SUITABILITY OF THE 3RD PARTY API OR THE APPLIANCES DATA ACCESSED VIA THE 3RD PARTY API. MIELE CAN NOT WARRANT THAT THE 3RD PARTY API IS ACCESSIBLE WITHOUT INTERRUPTIONS OR TEMPORARY IMPAIRMENT IN THE FUNCTIONALITY. MIELE SHALL ONLY BE LIABLE FOR DAMAGES RESULTING FROM A LEGAL OR MATERIAL DEFECT OF THE 3RD PARTY API IF MIELE FRAUDULENTLY CONCEALS THE RESPECTIVE LEGAL OR MATERIAL DEFECT – Sec. 8.3. OF THESE TERMS REMAINS UNAFFECTED.
- 8.2** YOU SHALL INDEMNIFY AND HOLD HARMLESS MIELE FROM AND AGAINST ALL CLAIMS, SUITS, LOSSES, DAMAGES AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH MIELE'S USE OF YOUR TRADEMARKS. THE LIMITATION OF LIABILITY SET FORTH IN SEC. 8.3. BELOW SHALL NOT APPLY FOR THIS SEC. 8.2.
- 8.3** THE PARTIES SHALL BOTH BE LIABLE FOR DAMAGES CAUSED BY INTENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE GERMAN PRODUCT

LIABILITY ACT WITHOUT LIMITATION. IN THE EVENT OF SLIGHT OR MINOR NEGLIGENCE, THE PARTIES SHALL ONLY BE LIABLE WITHOUT LIMITATION FOR DAMAGES TO LIFE, HEALTH OR PERSONAL INJURY. IN ALL OTHER CASES OF SLIGHT OR MINOR NEGLIGENCE, THE PARTIES SHALL BE LIABLE INsofar AS A PARTY BREACHES OR VIOLATES AN OBLIGATION WHICH IS ESSENTIAL FOR THE PROPER IMPLEMENTATION OF THESE TERMS AND OF WHICH THE RESPECTIVE OTHER PARTY RELY ON OR MAY REGULARLY RELY ON – IN SUCH EVENT, A PARTIES' LIABILITY TO THE RESPECTIVE OTHER PARTY SHALL BE LIMITED TO THE TYPICAL FORESEEABLE DAMAGE UNDER THESE TERMS. FURTHER CLAIMS FOR DAMAGES CAUSED BY SLIGHT OR MINOR NEGLIGENCE ARE EXCLUDED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR MIELE SHALL BE LIABLE FOR INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, UNLESS OTHERWISE EXPRESSLY STATED IN THESE TERMS.

9. Processing of data

- 9.1** You ensure and warrant that You are allowed to process Your Enduser's Appliances Data in accordance with applicable (data protection) laws. For this purpose You shall provide Your Endusers sufficient and transparent information about the processing of personal and other data associated with the use of Your Software Application and collect all necessary consents before processing of (personal) if and insofar this is required by applicable (data protection) law.
- 9.2** You ensure and warrant that You have implemented and that You maintain appropriate technical and organizational measures in order to protect Appliances Data.
- 9.3** You are data controller of the Appliances Data and all personal data included in the Appliances Data and therefore solely responsible for complying with applicable (data protection) law and fulfilling of all legal requirements and obligations related to the processing of personal or other data. Nothing in these Terms shall be construed as creating a joint controller, controller-processor or processor-subprocessor relationship.

10. Term and Termination

- 10.1** These Terms shall apply from the date upon which You agree to these Terms and shall continue until terminated by You or Miele as set forth below.
- 10.2** Both Miele and You have the right to terminate these Terms at any time with a two weeks' notice.
- 10.3** The Parties statutory right to terminate these Terms for a compelling reason without a notice period shall remain unaffected. In Particular, You and Miele are authorized to terminate these Terms immediately without a notice period in the event of a material breach of these Terms by the respective other party.
- 10.4** The Termination of these Terms leads to withdrawal of Your authorization to use the 3rd Party API, the additional and complementary specifications, documents and other information concerning the 3rd Party API and/or Security Credentials, and You must immediately stop such use. In addition, You are obligated to immediately return to Miele all additional and complementary specifications, documents and other information concerning the 3rd Party API or Appliances Data made available by Miele.

11 Final Provisions

- 11.1 These Terms constitute the entire agreement between You and Miele with respect to Your use of the 3rd Party API and supersede all prior agreements and understandings, whether written or oral in this regard.
- 11.2 These Terms are subject to and exclusively governed by German Law, without regards to the conflict of laws provisions. The provisions of the UN Convention on the International Sales of Goods are not applicable. The place of jurisdiction for all disputes arising out of or in connection with these Terms is Gütersloh, Germany.
- 11.3 Miele and You shall remain independent contractors. Nothing in these Terms shall be construed as creating a legal partnership, joint venture, employment or agency relationship. Neither You nor Miele have/has the authority to bind the respective other party or to create liabilities against the respective other party.
- 11.4 You are not permitted to transfer or assign Your rights and duties arising from these Terms to a third party without Miele's prior written approval.
- 11.5 Miele may revise these Terms from time to time as its own reasonable discretion. If a revision is material, Miele shall notify You of the changes and you may object to the changes within a reasonable period as specified by Miele ("Objection Period") within the notification. If You do not object to the changes within the Objection Period it will be deemed that You accept the changes in full. In case You object to the changes, both Parties may terminate these Terms with a two weeks' notice. Miele will also inform You about the Objection Period and the legal effect of objecting or non-objecting separately within the notification.
- 11.6 In the event of any invalidity or ineffectiveness of an individual provision, the effectiveness of the other provisions of these Terms shall remain unaffected. Ineffective or invalid provisions shall be replaced by effective provisions that best approximate the economic purpose of the ineffective or invalid provisions.