## **Terms of Use for Beta Versions**

Please read these terms of use for the beta version carefully and completely, because by installing the beta version of the software you agree to these terms of use. Lautsprecher Teufel grants you the right to use the beta version exclusively in connection with the Teufel Streaming devices on which the software was originally installed. The right of use ceases as soon as the Teufel Streaming device on which you installed the beta version is no longer used or the officially released firmware is installed.

The beta version is provided for use in order to test the software's functionality and usability and to receive feedback from you. You can activate the beta version downloads in your Teufel Raumfeld App settings in the section Settings -> Pre-Releases. During the beta version's use, Lautsprecher Teufel receives AUTOMATIC REPORTS to check the functionality (see Settings > Problem Reports in the app). In the automatic reports the following (personal) data, among other things, is transmitted to Lautsprecher Teufel: log files (which also contain information about usage behaviour), device IDs, settings, information about the infrastructure, list of active programs, e-mail addresses and log-in data for the respective music services (if the log was sent at the time of registration with the music service ). If you deactivate the downloads of beta versions under Settings > Pre-releases, you have the option of switching off automatic reports. By using the beta version, you also agree to participate in CUSTOMER SATISFACTION SURVEYS that are announced via notifications in the app.

The beta version of the software is a pre-release version of the official firmware whose functions have not been conclusively tested. The beta version is provided "AS IS" and "AS AVAILABLE". AFTER INSTALLING THE BETA VERSION THERE IS NO GUARANTEE THAT YOU WILL BE ABLE TO DOWNGRADE BACK TO THE PREVIOUSLY OFFICIALLY RELEASED VERSION OF THE FIRMWARE. A downgrade may require reinstalling the previously officially released version of the firmware. This reinstallation may delete your settings, playlists, saved favourites, or other personal preferences. To avoid data loss, please contact Lautsprecher Teufel's development team at beta-report@teufel.de before downgrading.

FURTHERMORE, THE INSTALLATION OF THE BETA VERSION MAY LEAD TO LOSS OF DATA AND INFORMATION AND CAUSE SERIOUS MALFUNCTIONS IN THE TEUFEL STREAMING DEVICE. For example, your settings, playlists, saved favourites, or other personal preferences may be deleted. Lautsprecher Teufel also cannot guarantee that the data and information stored during the use of the beta version will still be available after the officially released firmware has been installed.

Lautsprecher Teufel's liability for culpably caused damage through the use of the beta version is excluded if the damages were not caused deliberately or through gross negligence; this does not apply to injury to life, limb or health or culpable breach of essential contractual obligations. In case of negligent breach of essential contractual obligations, Lautsprecher Teufel's liability is limited to foreseeable damage. The provisions of the Product Liability Act shall remain unaffected.

Further information on data processing can be found in the notes on data processing when using Teufel Streaming products: <a href="https://www.teufel.de/datenschutz.html">https://www.teufel.de/datenschutz.html</a>. In addition, Lautsprecher Teufel GmbH's general terms and conditions apply, available at: <a href="https://www.teufel.de/agb.html#\_15">https://www.teufel.de/agb.html#\_15</a>.