



Terms of use for J.O.E.® (JURA Operating Experience)

JURA Elektroapparate AG (hereinafter referred to as 'JURA') provides J.O.E.®, the JURA Operating Experience, to users around the world subject to current technical feasibility. These terms of use apply to all legal relationships between JURA and users of J.O.E.®. Please read through our terms of use to ensure that you are fully informed about all aspects of your use of J.O.E.®. You can access the most recent version of the terms of use at any time via the app or on our website at: www.jura.com/joe.

1. Use of J.O.E.® with a JURA automatic coffee machine

Before you can use J.O.E.®, you will need to install the J.O.E.® app and agree to the terms of use. You must be at least 16 years old to use J.O.E.® (or have the age required in your country to be able to use our services without parental permission).

When you install and use J.O.E.® on your smartphone/tablet/smartwatch, we grant you an ordinary, non-transferable right to access the J.O.E.® app anywhere in the world and to use said app in conjunction with your automatic coffee machine.

These rights of use do not replace the instructions for use that apply to the relevant JURA automatic coffee machine. Before using the automatic coffee machine, read the associated instructions for use in their entirety and comply with them. The warranty does not cover damage or defects caused by non-compliance with the instructions for use.

Keep children under eight years of age away from the automatic coffee machine and/or supervise them constantly. Do not allow children to play with the automatic coffee machine. Even if the instructions for use we have provided with your coffee machine state that children aged eight and over may use it without supervision if they have been shown how to do so safely, this does not mean that they may use J.O.E.®. Children must be able to recognise and understand the potential dangers arising from incorrect use. This becomes more difficult if the machine is controlled remotely via the app. People, including children, who are not able to use a coffee machine safely due to limited physical, sensory or mental capabilities or a lack of experience or knowledge, may not use the coffee machine with J.O.E.® unless they are being supervised or instructed by a responsible person.

2. System requirements

In order to use J.O.E.®, you need a smartphone/tablet with Internet connectivity and one of the following operating systems:

- iOS version 11.00 or higher
- watchOS 5.0 or higher (if you are also using the app on an Apple Watch)
- Android version 5.1.1 or higher

To enable initial installation and future updates, an Internet connection is required for the purpose of downloading, storing and loading the device list on your smartphone/tablet. Once you have installed J.O.E.® on your smartphone, you will also be able to use the app on your smartwatch. Settings and data are automatically synchronised. You do not need to be connected to the Internet to use J.O.E.® on your smartphone/tablet/smartwatch in general. Data is stored locally, meaning that you can use J.O.E.® offline or via a Bluetooth connection once you have installed the app.



You do, however, need to be connected to the Internet to use some specific functions (for example, to connect to the JURA online shop to place additional orders or order spare parts, to forward messages relating to your coffee machine to your e-mail account and to watch support videos). If you decide to place an order via this function in J.O.E.®, you will exit the J.O.E.® app. In this case you will also need to create a user account in the online shop on the JURA website if you do not already have one. This will only involve J.O.E.® transmitting the article number of the coffee machine you are using. No other data will be transmitted by J.O.E.®. Data provided for your online shop user account will not be synchronised with the J.O.E.® app either. Alternatively, J.O.E.® can be connected to your coffee machine with WiFi Connect, as long as your coffee machine allows communication via WiFi.

3. J.O.E.® functions

J.O.E.® is designed to be used to operate your coffee machine, with JURA providing you as the user with the following functions at no cost:

- Controlling the JURA automatic coffee machine via Bluetooth or WiFi Connect
- Managing the settings of the JURA automatic coffee machine via Bluetooth or WiFi Connect
- Assigning your own images on your smartphone/tablet/smartwatch/coffee machine
- Monitoring the technical functions of the automatic coffee machine
- Compilation and forwarding of technical data (primarily as a PDF file that can be shared via various apps or your e-mail account using the standard dialogue)
- Creating a personal profile or multiple profiles for different users
- Automatically recording machine data (e.g. for statistical purposes)
- Automatic notifications for maintenance counter and maintenance status
- Accessing and managing usage statistics
- Storing and using timer functions
- Set-up and use of push notifications relating to technical data (such as the water level and cleaning) in line with your own settings
- Option to connect to the Internet to place additional orders or order spare parts or other products from the JURA online shop
- Viewing support videos on using and operating your coffee machine
- Cockpit

4. Responsibilities and obligations of users

You can use J.O.E.® to operate your JURA coffee machine. Make sure that it is safe to operate the automatic coffee machine according to the instructions for use, that the machine is within eyeshot and that no risks are posed to children or anyone else (see above) – particularly when dispensing a product or performing a particular function.

You can use J.O.E.® to create content, which you can then send via e-mail. Do not use J.O.E.® in any way that could be deemed offensive (in other words, use that is indecent, unlawful, libellous, discriminatory or in breach of third-party rights).

Images uploaded to J.O.E.® cannot be viewed by third parties. The image is stored on your smartphone/tablet and if applicable your smartwatch. Even though images are only stored locally, please note that you as the user must have the rights to the images you upload or at least have been granted permission to upload the images to J.O.E.® by the party holding the rights. If the image does not just show



a product but also includes someone other than the user, the consent of everyone in the image must be obtained before it is uploaded in order to safeguard their personal rights. In addition, the image must not contain any prohibited content (e.g. content that is obscene/illegal, offensive, discriminatory or that infringes the rights of third parties).

5. Liability and disclaimer

JURA shall be liable for loss or damage that is attributable to intent or gross negligence within the limits of the legal regulations. As regards essential obligations whose breach would jeopardise the fulfilment of the contract's purpose, as well as cardinal obligations (obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the user routinely relies or is entitled to rely), JURA shall also be liable for an ordinarily negligent breach, but only for the foreseeable loss/damage typical of the contract. JURA shall only be liable for the loss of data that corresponds to the costs incurred by a user who regularly performs a data backup as appropriate for the application, thereby ensuring that the lost data can be restored at a reasonable cost. JURA shall not be liable for ordinarily negligent breaches of any obligations other than those set out above.

The limitations of liability in the above paragraph shall not apply in the event of injury to life, health or limb; to a defect that is covered by an express warranty provided by JURA; in the event of maliciously concealed defects; or to claims under product liability law.

6. Charges and taxes

There are no costs or fees associated with the provision and use of J.O.E.®. However, you do need to have specific devices (such as a coffee machine and a smartphone, smartwatch or tablet), software and data connections before you can install and use J.O.E.®. You are responsible for all connection costs/data tariffs and taxes charged by your provider for data transfer involving your smartphone/tablet/smartwatch. The amount will depend on your existing agreement with your telecommunications provider. J.O.E.® can usually be used offline (with the exception of certain functions, as described above in 2. System requirements, e.g. connecting via WiFi Connect). When you use J.O.E.® in online mode, the device list is updated regularly. You may be required to install the latest version of J.O.E.® on your device to ensure that the app works properly. Data transfer using your smartphone/tablet/smartwatch must be enabled to update the device list and run any app updates – as is the case when you first install the app. As the user, you are responsible for the connection costs/data tariffs and taxes charged by your provider for data transfer involving your smartphone/tablet and if applicable your smartwatch.



7. Software updates, termination of usage

JURA makes every effort to provide you with the latest software and best possible service at all times. For this reason, JURA reserves the right to extend, modify or improve its free-of-charge provision of the services described here and also to terminate usage thereof if it deems this to be necessary in the interest of technical progress or for other reasons, or if it needs to prevent misuse without thereby creating any disadvantages for you that would be in violation of good faith. If we do update these services, we will notify you of the modified version directly in the app when you first use J.O.E.® in online mode after any changes have been implemented. If the user accepts the new terms of use that are presented to him/her, the modified terms shall form an integral part of the terms of use. You can identify the latest up-to-date version from the date at the end of the terms of use. As a user of J.O.E.®, you are not obliged to install any J.O.E.® updates we provide. You may, however, be required to install the latest version of J.O.E.® on your device to ensure that the app works properly.

The usage agreement concluded between JURA and you as the user in relation to the use of J.O.E.® applies indefinitely. You may, however, terminate the agreement at any time by uninstalling J.O.E.® and clearing the cache. Please note that this will not result in any other agreements being ended automatically (such as agreements with JURA customer support or order processes via the JURA online shop).

8. J.O.E.® and Firebase Crash Reporting

J.O.E.® uses Firebase Crash Reporting. Firebase Crash Reporting is a product from Google Firebase (Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, "Google"). If J.O.E.® unexpectedly crashes, device information and application logs are sent immediately to JURA via Google Firebase. User data will be transmitted anonymously during this process. Firebase Crash Reporting receives the following in real time: crash reports with details of the app status at the time of the crash, the codes and device information. These details help JURA to analyse the app errors, simplify app maintenance and improve stability. These services and software provided by third parties are covered by their own applicable rules and restrictions (please also refer to https://firebase.google.com/docs/crash/#user_privacy), which you must comply with in relation to the relevant third-party providers.

9. Property and intellectual property rights

The content and structure of J.O.E.®, including its individual functions (such as the Cockpit), are protected by copyright. JURA is the owner and license holder of all industrial property rights used for J.O.E.®. You are not permitted to reproduce, modify, advertise, develop, quote, publish, market, disseminate, transmit or transfer any such materials or content for/to third parties, outside of the applicable legal provisions, without the prior written consent of JURA.

10. Availability/support

J.O.E.® is operated by JURA to the best of its knowledge and in line with accepted principles. With J.O.E.® data being stored locally on your smartphone/tablet/smartwatch as applicable, JURA has no control over the material accessed via the app on your device being available without interruption and/or errors. Availability is only assured for as long as your end device (hardware and software) continues to function correctly. No support can be provided in the event of individual technical problems.



11. Data privacy

You can access the privacy policy via the app or on our website at: www.jura.com/joe.

12. Final provisions

These terms of use and all legal relationships between JURA and the user in relation to J.O.E.® shall be governed by the law of the country in which the consumer resides.

If specific formulations or provisions – in full or in part – do not comply at all, do not fully comply or stop complying with current legislation, the content and validity of the remainder of the document shall remain unaffected.

As at: 01 February 2021