



## **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 point via the app or on our website at: [www.jura.com/joe](http://www.jura.com/joe).

### **1. Use of J.O.E.® with a JURA automatic specialty 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 need to be at least 16 years old to use J.O.E.® (or the age you need to be 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 specialty coffee machine.

These terms of use are not a substitute for the instructions for use provided with your JURA coffee machine. Make sure you read the instructions for use for your coffee machine in full before using it and follow them at all times. Your guarantee will be void in the event that damage or defects are caused as a result of the instructions for use not being followed.

Keep children under the age of eight away from your coffee machine or make sure that they are supervised at all times. Do not allow children to play with your 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 identify and understand the potential risks of improper use. This is more difficult when using the app to control a coffee machine remotely. 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 11.00 or higher
- watchOS 5.0 or higher (if you are also using the app on an Apple Watch)
- Android 5.1.1 or higher

When you first install the app or run subsequent updates, you will need to be connected to the Internet to perform the download, to ensure everything is stored and to load the list of models onto 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 will be synchronised automatically. 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.<sup>®</sup>, you will exit the J.O.E.<sup>®</sup> app. You will then need to create a user account for the online shop on the JURA website if you don't already have one. This will only involve J.O.E.<sup>®</sup> transmitting the article number of the coffee machine you are using. No other data will be transmitted by J.O.E.<sup>®</sup>. Data provided for your online shop user account will not be synchronised with the J.O.E.<sup>®</sup> app either.

### **3. J.O.E.<sup>®</sup> functions**

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

- Control of your JURA coffee machine via Bluetooth
- Management of your JURA coffee machine's settings via Bluetooth
- Allocation of your own photos on your smartphone/tablet/smartwatch/coffee machine
- Monitoring of the technical functions of your 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 dialog)
- Creation of your own profile and multiple profiles for different users
- Automatic recording of machine data (for example, for statistical purposes)
- Automatic notifications relating to the maintenance counter and care updates
- Viewing and management of usage statistics
- Storage and usage of time 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
- Option to view support videos to help you use your coffee machine
- Cockpit

### **4. Responsibilities and obligations of the user**

You can use J.O.E.<sup>®</sup> to operate your JURA coffee machine. Ensure that your use of the coffee machine is always safe in accordance with the instructions for use. You should always be able to see your coffee machine when using it. You must ensure that there are no risks for children or other people (see above), especially when dispensing products and performing certain functions.

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

Images uploaded to J.O.E.<sup>®</sup> cannot be viewed by third parties. Images are stored on your smartphone/tablet/smartwatch as applicable. 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.<sup>®</sup> by the party holding the rights. If the image features people other than yourself in addition to a product, you must ask the permission of everyone appearing in the



image before uploading it in order to uphold their privacy rights. Furthermore, images must not feature any impermissible content (in other words, content that is indecent, unlawful, libellous, discriminatory or in breach of third-party rights).

## **5. Liability and disclaimer**

JURA shall be liable for any damage caused by intent or gross negligence on its own part as required by law. When it comes to fundamental obligations, the breach of which means that the purpose of the agreement may not be achievable and cardinal obligations, which need to be complied with in order for the agreement to be implemented properly and which the user can usually trust to be fulfilled, JURA shall also be liable for minor cases of negligence, with this liability being limited to foreseeable damages typical of the agreement. JURA shall only be liable for the loss of data up to the amount of cost and effort that applies if the user has performed regular back-ups in keeping with the app in question and has thereby ensured that lost data can be recovered at a reasonable cost and with a reasonable amount of effort. JURA shall not be liable for minor cases of negligence beyond the binding provisions set out above.

The liability limitations set out above do not apply in the event of loss of life, physical injury and damage to health, a defect after a guarantee was expressly provided by JURA, defects that have been deceitfully covered up and claims based on product liability legislation (according to the country in question).

## **6. Fees and taxes**

There are no costs or fees associated with the provision and use of J.O.E.<sup>®</sup>. 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.<sup>®</sup>. You are responsible for covering all connection costs/data plans and taxes charged by your provider for data transfer using your smartphone/tablet/smartwatch. The amount you pay will be determined by the contract you already have in place with your telecommunications provider. You do not need to be connected to the Internet to use J.O.E.<sup>®</sup> in general (with the exception of certain functions as specified in section 2 on system requirements above). When you use J.O.E.<sup>®</sup> in online mode, the list of models is updated regularly. You may be required to install the latest version of J.O.E.<sup>®</sup> on your device to ensure that the app works properly. Data transfer using your smartphone/tablet/smartwatch must be enabled to update the list of models and run any app updates – as is the case when you first install the app. As the user, you are responsible for covering all connection costs/data plans and taxes charged by your provider for data transfer using your smartphone/tablet/smartwatch as applicable.

## **7. Software updates, termination of use**

JURA is committed to always providing you with up-to-date software and outstanding customer service. JURA reserves the right to extend, change or improve the scope of services provided free of charge as described in these terms of use. JURA also reserves the right to stop providing these services altogether if this appears to be necessary owing to the advancement of technology or other reasons, or if this is an essential measure to stop misuse and you will not suffer any disadvantages in bad faith as a result. 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.<sup>®</sup> in online mode after any changes have been implemented. If you accept the new terms of use presented to you as the user, the updated terms will be incorporated into the existing terms of use. The date on which the terms of use were last updated always appears at the end of the terms. As a user of J.O.E.<sup>®</sup>, you are not obliged to install any J.O.E.<sup>®</sup> updates we provide. You may, however, be required to install the latest version of J.O.E.<sup>®</sup> 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 provided by 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. Any user data is anonymised before being transmitted. Firebase Crash Reporting receives crash reports containing details on the app status when it crashed, bits of code and device information in real time. This information helps JURA to analyse faults with the app, provide app maintenance with greater ease 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](https://firebase.google.com/docs/crash/#user_privacy)), which you must comply with in relation to the relevant third-party providers.

## **9. Ownership 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 authorised to copy, amend, advertise, generate, present, publish, distribute, circulate, transmit or transfer any such material or content with respect to third parties outside of the scope of the applicable legal provisions without obtaining JURA's written consent beforehand.

## **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 guaranteed while you have a fully functioning device (hardware and software). We cannot provide support in the event that you suffer from individual technical difficulties.

## **11. Data protection**

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

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