

Last Updated: May 2026

MOBILE SUMMARY

Breville grants you a limited license to download, install and use the Licensed Application on an authorized device. Read the full Terms here. By installing the Licensed Application, you agree to be bound by these Terms.

EULA Terms

This End User License Agreement ("**Agreement**") governs your download, installation and use of the mobile application (the "**Licensed Application**", "App") provided by Breville Pty Limited, ("**Breville**", "**us**", "**we**") ACN 000 092 928 Suite 2, 170-180 Bourke Rd, Alexandria NSW 2015 Australia. IF YOU RESIDE OUTSIDE AUSTRALIA, ADDITIONAL TERMS AND CONDITIONS MAY BE APPLICABLE TO YOU THAT EITHER SUPPLEMENT OR REPLACE CERTAIN PROVISIONS IN THIS AGREEMENT. PLEASE REVIEW THE END OF THIS DOCUMENT TO DETERMINE WHETHER ANY ADDITIONAL TERMS AND CONDITIONS APPLY TO YOU.

This Agreement is between us and you, not Apple, Google, Amazon or any other application provider. Breville is solely responsible for the Licensed Application and the content thereof. If there are conflicts between this Agreement and the Apple Media Services Terms as of the Effective Date (which you acknowledge you have had the opportunity to review), the Apple Media Services Terms will apply.

In the event of a conflict between this Agreement and the terms of the App Store Provider from which you downloaded the Licensed Application (including the Apple Media Services Terms and the Google Play Terms of Service), the App Store Provider's terms will prevail to the extent of the conflict and solely as to the rights and obligations between you and that App Store Provider. In the event of a conflict between this Agreement and the Breville Terms of Use and Sale ("TOUS"), the TOUS will prevail to the extent of the conflict, except that the jurisdiction-specific terms set forth at the end of this Agreement will prevail over both the main body of this Agreement and the TOUS to the extent of any conflict with either. For the avoidance of doubt, where the TOUS contains a dispute resolution, arbitration or governing law provision that differs from this Agreement, the TOUS provision will govern for users to whom it applies.

Breville reserves the right to change or modify this Agreement at any time and in its sole discretion to the extent not prohibited by applicable law. Breville will make reasonable efforts to notify you of updates in app. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with us. If you are using the Licensed Application on behalf of any entity, you represent and warrant that you are authorized to accept this Agreement on such entity's behalf and that such entity agrees to be responsible to us if you or it violates this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE OF THE LICENSED APPLICATION. BY INSTALLING THE MOBILE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR [TERMS OF USE AND SALE](#) ("TOUS"), WHICH ARE INCORPORATED. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND THE TOUS, DO NOT INSTALL, ACCESS OR USE THE LICENSED APPLICATION.

Breville grants you a limited, revocable, royalty-free, non-exclusive, non-transferable, non-sublicensable, worldwide license to access and use the Licensed Application for your own personal purposes. Apple users may only use the Licensed Application on an Apple device that you own or control (including accounts associated with you via Family Sharing or volume purchasing) and as permitted by the Apple Media Services Terms. Except as expressly permitted by law or by Breville in writing, you will not reproduce, redistribute, sell, create derivative works or subsequent versions, decompile, reverse engineer, or disassemble the Licensed Application.

1. Consent to Electronic Communications. Breville may be required by law to send communications to you that pertain to the Licensed Application and your use thereof. You consent to receive these communications electronically (e.g., via email, through the Breville website or via the Licensed Application).

1A. Age Requirement. The Licensed Application is not intended for use by anyone under the age of 16. If you are between the ages of 16 and the age of legal majority in your jurisdiction of residence, you may only download, install and use the Licensed Application under the supervision of a parent or legal guardian who agrees to be bound by this Agreement. By downloading or installing the Licensed Application, you represent and warrant that you are at least 16 years of age, or, if you are between 16 and the age of legal majority in your jurisdiction of residence, that your parent or legal guardian has reviewed and agrees to this Agreement on your behalf.

2. Ownership of the Licensed Application. The Licensed Application is the valuable property of Breville and its licensors and is protected by copyright and other intellectual property laws and treaties. Breville, and its affiliates and licensors, own all right, title and interest in and to the Licensed Application, including all copyright and other intellectual property rights therein. Breville reserves all rights not expressly granted to you.

3. Repeat Infringer Policy; Copyright Complaints. In accordance with applicable laws, we have adopted a policy of limiting access to the Licensed Application by or terminating the accounts of users, in appropriate circumstances and in our sole discretion, who infringe the intellectual property rights of others. If you believe that anything in the Licensed Application infringes any copyright that you own or control, you may file a notification of such infringement with our designated agent.

If you knowingly make any material misrepresentation in your notification that the material or activity is infringing, you will be liable for any damages, including, without limitation, costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying on such misrepresentation in removing or disabling access to the material or activity claimed to be infringing. For designated agent contact details, see the applicable jurisdiction-specific terms at the end of this Agreement, or contact Breville at generalcounsel@breville.com.

4. Scope of License to the Licensed Application. The Licensed Application may be accessed on certain authorized devices or products (each, a "**Device**") that you own or control and as permitted by any applicable terms and conditions provided by the mobile application store provider from whom you install the Licensed Application ("**Usage Rules**"). The Licensed Application will not operate another company's appliance. The terms of this license will govern any upgrades provided by Breville that replace or supplement the original Licensed Application, unless an upgrade is accompanied by a separate license, in which case the terms of that separate license will govern.

5. License Restrictions. The preceding states the entirety of your rights with respect to the Licensed Application and we reserve all rights in and to the Licensed Application not expressly granted to you in this Agreement. This license does not allow you to: (a) operate an appliance purchased from any entity other than Breville or a Certified Reseller; (b) use the Licensed Application on any Device you do not own or control; (c) distribute, copy, license, rent, sell, resell, publish, lease or otherwise transfer the Licensed Application (except as expressly permitted by this Agreement or the Usage Rules) or any proprietary materials of Breville to any third party; (d) reverse engineer (except in cases where you have the right to do so under the applicable mandatory rights), decompile, disassemble or attempt to discover any source code or trade secrets related to the Licensed Application or any proprietary materials of Breville, unless and to the extent permitted under the applicable law; (e) modify, alter or create any derivative works or subsequent versions of the Licensed Application; (f) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Licensed Application; (g) work around any technical limitations in the Licensed Application; (h) use the Licensed Application for purposes other than your own personal, noncommercial use, or for which it was not designed; OR (i) violate any applicable laws, rules or regulations in connection with your access or use of the Licensed Application. Unless explicitly stated herein or otherwise by Breville, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication or otherwise. If you breach any of these restrictions, you may be subject to prosecution and damages. This license is revocable at any time, such as if you breach this Agreement.

6. Privacy. In accordance with our [Privacy Notice](#), we may collect, use and disclose information about you, including, but not limited to, information about your use of the Licensed Application, Device, system and application software, and peripherals, that is

gathered in connection with your access to and use of the Licensed Application. For further information, please refer to our [Privacy Notice](#).

7. Maintenance. Breville does not provide any maintenance or support for the Licensed Application. To the extent that any such maintenance or support becomes required by applicable law, Breville, not Apple, shall be obligated to furnish it.

8. Product Claims. Breville will use reasonable efforts to address questions, comments or claims relating to the Licensed Application or your possession and use of the Licensed Application, including, but not limited to, (a) product liability claims; (b) any claim that the Licensed Application fails to conform to the applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. If you have any questions, please contact Breville at generalcounsel@breville.com.

9. Additional Terms. The Licensed Application may enable access to websites, mobile applications and other online products and services provided by Breville and third parties. Your access to and use of these websites, mobile applications or other online products and services may require your acceptance of, and compliance with, additional terms and policies provided by Breville and/or third parties, as applicable. You must also comply with applicable third-party terms of agreement when using the Licensed Application. Apple and its subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of it, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you.

10. No Warranty. YOU ACKNOWLEDGE AND AGREE THAT (A) THE LICENSED APPLICATION MAY CONTAIN BUGS, ERRORS AND DEFECTS WE ARE NOT AWARE OF; (B) DOWNLOAD, INSTALLATION AND USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK; AND (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. ACCORDINGLY, THE LICENSED APPLICATION IS PROVIDED "AS IS," "AS AVAILABLE," WITH ALL FAULTS, DEFECTS AND ERRORS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BREVILLE DISCLAIMS ALL WARRANTIES (EXPRESS AND IMPLIED AND ARISING BY LAW OR OTHERWISE) REGARDING THE LICENSED APPLICATION AND ITS PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. BREVILLE SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE LICENSED APPLICATION OR FOR ANY LOSS OF DATA. BREVILLE DOES NOT REPRESENT OR WARRANT THAT THE LICENSED APPLICATION WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, INCOMPLETENESS, OR ERRORS (COLLECTIVELY, "FAULTS") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BREVILLE OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. IN THE EVENT THAT THE LICENSED APPLICATION IS DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. APPLE IS NOT RESPONSIBLE FOR

ANY CLAIMS RELATED TO THE LICENSED APPLICATION OR YOUR POSSESSION AND/OR USE OF IT, INCLUDING BUT NOT LIMITED TO (1) PRODUCT LIABILITY CLAIMS; (2) ANY CLAIM THAT THE LICENSED APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (3) CLAIMS ARISING UNDER CONSUMER PROTECTION, PRIVACY OR SIMILAR LEGISLATION. IF THERE IS A FAILURE OF THE LICENSED APPLICATION, YOU MAY NOTIFY APPLE, WHO WILL REFUND THE PURCHASE PRICE FOR THE LICENSED APPLICATION.

The laws of some jurisdictions do not allow the exclusion of implied warranties. To the extent that those laws apply, the exclusions set forth above may not apply to you.

10A. Limitation of Liability.

NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES BREVILLE'S LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY BREVILLE'S NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; OR (D) ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW (COLLECTIVELY, "NON-EXCLUDABLE LIABILITY").

SUBJECT TO THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

(I) IN NO EVENT SHALL BREVILLE OR ANY OF THE BREVILLE PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF GOODWILL, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR DOWNLOAD, INSTALLATION, ACCESS TO OR USE OF (OR INABILITY TO USE) THE LICENSED APPLICATION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF BREVILLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; AND

(II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BREVILLE AND THE BREVILLE PARTIES (JOINTLY), ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, EXCEED THE GREATER OF (A) THE AMOUNTS YOU HAVE ACTUALLY PAID TO BREVILLE FOR THE LICENSED APPLICATION IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, IF ANY, OR (B) FIFTY AUSTRALIAN DOLLARS (AUD \$50.00).

THE LIMITATIONS IN THIS SECTION 10A APPLY TO ALL CLAIMS IN THE AGGREGATE, NOT ON A PER-CLAIM BASIS, AND DO NOT AFFECT ANY NON-EXCLUDABLE LIABILITY OR ANY RIGHTS YOU MAY HAVE UNDER APPLICABLE CONSUMER PROTECTION LAWS THAT CANNOT BE WAIVED OR LIMITED BY AGREEMENT. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSIONS OR LIMITATIONS SET FORTH IN THIS SECTION, BREVILLE'S LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF THAT JURISDICTION.

11. Indemnification. To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Breville and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, insurers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (together with Breville, the "**Breville Parties**") from all third-party claims of any kind, whether in tort, contract or otherwise (collectively, "**Claims**"), including damages to property or personal injury, that arise from or relate to:

- your download, installation, access, use or misuse of the Licensed Application;
- your violation of this Agreement, any applicable law or any third-party right of any nature;
- your violation of the TOUS;
- any Feedback (as defined in the TOUS) that you provide;
- any User Content (as defined in the TOUS) that you create, post, share or store on or through the Licensed Application or our pages or feeds on third-party social media platforms; or
- use or misuse of the Licensed Application by any third party you authorize to use the Licensed Application provided to you.

In the event of any Claim that the Licensed Application, or your possession or use thereof, infringes any third-party intellectual property rights, Breville, not Apple, will be responsible for the investigation, defense, settlement and discharge of any such claims. If such claims are made against you, you agree to contact Breville promptly and directly. You agree to cooperate with the Breville Parties in defending such Claims. You further agree that the Breville Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any indemnities set forth in any other written agreement between you and Breville.

This indemnity obligation also includes paying for any of the Breville Parties' attorneys' fees and other costs of investigating and defending Claims, and the costs of enforcing the indemnity obligation.

12. No Export. You may not use or otherwise export or re-export the Licensed Application or any content contained therein, except as authorized by the laws of the jurisdiction in which the Licensed Application or any content was obtained. To the extent required by applicable law, the Licensed Application and the content contained therein may not be exported or re-exported to (a) any U.S. embargoed countries; or (b) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

13. Legal Compliance. To the extent required by applicable law, by downloading, installing and using the Licensed Application, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any

U.S. Government list of prohibited or restricted parties. You will comply with all applicable laws, rules, and regulations, including, but not limited to, U.S. export control laws.

14. Termination. Notwithstanding anything contained in this Agreement, to the fullest extent permitted by applicable law, Breville reserves the right, without notice and in our sole discretion, to modify or terminate the Licensed Application or your right to access or use the Licensed Application at any time with or without notice, and to block or prevent your future access to and use of the Licensed Application. Breville shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services. You are also entitled to terminate the Agreement without notice, in your sole discretion and at any time, by uninstalling the Licensed Application. If we terminate your right to use the Licensed Application, these Terms will terminate and all rights you have to access the Licensed Application will immediately terminate; however, certain provisions of these Terms will still apply post termination, including without limitation, and as applicable, those which by their nature ought to survive. Termination of your account may also include, at our sole discretion, the deletion of your account and/or User Content, and you will not be able to retrieve any information related to your account except as required by applicable law. **If you transfer an Appliance that links to the Licensed Application to a new owner, your right to use the Licensed Application with respect to that Appliance automatically terminates. The new owner will have no right to use the Licensed Application under your account and will need to register for a separate account with Breville.**

15. Severability. If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

16. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of New South Wales, Australia, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

JURISDICTION-SPECIFIC TERMS

The following terms supplement or, where expressly stated, replace certain provisions of this Agreement for users residing in the jurisdictions identified below. In the event of any conflict between the main body of this Agreement and the applicable jurisdiction-specific terms below, these jurisdiction-specific terms shall prevail to the extent of the conflict.

A. ADDITIONAL TERMS FOR USERS IN THE UNITED STATES

If you reside in the United States, the following terms apply to you:

A.1. Governing Law. Section 16 of this Agreement is supplemented as follows: To the extent you access or use the Licensed Application in connection with the Products or Services described in Breville's TOUS, the dispute resolution, arbitration and governing law provisions of the TOUS (including the mandatory arbitration provision and class action

waiver contained therein) shall apply to any Dispute (as defined in the TOUS) arising from or relating to this Agreement. For the avoidance of doubt, the arbitration and class action waiver provisions of the TOUS are incorporated herein for users residing in the United States.

A.2. Class Action Waiver. To the fullest extent permitted by applicable law, you and Breville each agree that any proceedings to resolve any Dispute will be conducted only on an individual basis and not in a class, consolidated or representative action. See Section 20 of the TOUS for full details regarding arbitration procedures, the rules of JAMS, and the rights of both parties.

A.3. DMCA Designated Agent. For purposes of Section 3 of this Agreement, notices of copyright infringement should be directed to Breville's designated agent:

Name: General Counsel, Breville USA, Inc. Address: 19400 S. Western Ave., Torrance, CA 90501 Phone: 310.755.3000 Email: generalcounsel@breville.com

For the requirements of a proper notification under U.S. law, please see 17 U.S.C. § 512(c)(3).

A.4. California Residents. If you are a California resident, you may report complaints to the Consumer Assistance Unit of the Consumer Information Division of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

B. ADDITIONAL TERMS FOR USERS IN THE EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM

If you reside in the European Economic Area ("EEA") or the United Kingdom ("UK"), the following terms apply to you and, where stated, replace the corresponding provisions of this Agreement:

B.1. Statutory Consumer Rights. Nothing in this Agreement, including Sections 10, 10A and 11, shall affect your statutory rights as a consumer under the applicable laws of your country of residence, including (as applicable) the EU Consumer Rights Directive (2011/83/EU), the EU Digital Content Directive (2019/770), the UK Consumer Rights Act 2015, and any national implementing legislation. These rights cannot be excluded or limited by contract.

B.2. Warranty Disclaimer (Modified). Section 10 of this Agreement shall not apply to the extent it purports to exclude or limit any statutory warranty, guarantee or conformity right that you are entitled to under the laws of your country of residence.

B.3. Limitation of Liability (Modified). Section 10A of this Agreement shall not apply to the extent it purports to limit Breville's liability in a manner that is not permitted under the mandatory consumer protection laws of your country of residence. In addition to the Non-Excludable Liability set forth in Section 10A, nothing in this Agreement limits Breville's liability for breach of any obligation implied by applicable law regarding the title or quiet enjoyment of the Licensed Application.

B.4. Indemnification (Modified). Section 11 of this Agreement shall not require you to indemnify any Breville Party to the extent such obligation would be unenforceable under the mandatory consumer protection laws of your country of residence. In the EEA and UK,

your indemnification obligation under Section 11 is limited to losses arising directly from your breach of this Agreement or your willful misconduct.

B.5. Modification of this Agreement. Breville will provide you with at least thirty (30) days' prior written notice (via email or through the Licensed Application) of any material changes to this Agreement. If you do not agree with a proposed change, you may terminate this Agreement by uninstalling the Licensed Application before the change takes effect. Your continued use of the Licensed Application after the effective date of a change constitutes your acceptance of the modified Agreement.

B.6. Right of Withdrawal. If you are a consumer in the EEA or UK and you purchase any paid features, subscriptions or digital content through the Licensed Application, you may have a right to withdraw from that purchase within fourteen (14) days without giving any reason, in accordance with the EU Consumer Rights Directive (2011/83/EU) or the UK Consumer Contracts Regulations 2013 (as applicable). By requesting immediate access to paid digital content during the withdrawal period, you expressly consent to performance beginning immediately and acknowledge that you will lose your right of withdrawal once the digital content has been fully provided. This right of withdrawal does not apply to the download or use of the Licensed Application itself where it is provided at no charge.

B.7. Data Protection. To the extent Breville processes your personal data in connection with the Licensed Application, Breville does so in accordance with its Privacy Notice available at <https://www.sageappliances.com/eu/en/legal/privacy-policy.html>. If you reside in the EEA or UK, please also refer to the EU Privacy Policy at <https://www.sageappliances.com/uk/en/legal/privacy-policy.html> for information about the lawful bases for processing, your data subject rights (including rights of access, rectification, erasure, restriction, portability and objection), cross-border data transfers and how to contact Breville's Data Protection Officer.

B.8. Governing Law. For users in the EEA or UK, Section 16 of this Agreement is supplemented as follows: Notwithstanding the choice of New South Wales law, you shall retain the benefit of any mandatory protections afforded to you under the laws of your country of habitual residence. Nothing in this Agreement restricts your right to bring proceedings before the courts of your country of habitual residence.

B.9. Data Upon Termination (Modified). For users in the EEA or UK, Section 14 of this Agreement does not limit your rights under applicable data protection law or Directive (EU) 2019/770, including your rights of access, portability, and erasure. Sage will not use your content after termination except as required or permitted by applicable law.

B.10. EU Data Act (Regulation (EU) 2023/2854) Compliance. The Transparency Notice for Connected Products and Related Services ("Transparency Notice") is incorporated by reference into, and forms part of, these Terms of Use and Sale and the End User Licence Agreement (EULA). The Transparency Notice provides product- and service-specific information required by the EU Data Act, including: the types/format and estimated volume of data generated from the use of connected products and related services; whether data are generated continuously and in real time; storage location and retention; and how you can access, retrieve or, where relevant, erase data. If Sage wishes to use readily available, non-personal data for its own purposes (e.g., reliability analytics, product improvement), Sage will do so only on the basis of a contract with you, typically presented in the related-

service terms at setup, with transparent purposes; changes of purposes require your informed agreement.

To exercise your rights under the EU Data Act, you may submit a user request for data generated from the use of your connected product via our User Access Form under Data Subject Request Form. Select Access IoT Data, then enter your serial number and product model so we can verify your status and process your request as described in the Transparency Notice. We will make such data available to you without undue delay, on the basis of a simple electronic request, easily and securely, free of charge, of the same quality as available to Sage, in a comprehensive, structured, commonly used and machine-readable format and, where relevant and technically feasible, continuously and in real time. You may also designate a third party to receive your data directly on the same conditions. For security reasons, we will request only what is necessary to authenticate your identity and confirm any third party's authorisation and will not retain verification information or access logs beyond what is necessary for execution, security and maintenance. The Transparency Notice explains formats, fulfilment times and continuous/real-time access (where feasible). If your appliance data includes personal information, you retain all GDPR rights (e.g., access, rectification, erasure, portability) in addition to the rights under the Data Act.

C. ADDITIONAL TERMS FOR USERS IN AUSTRALIA

If you reside in Australia, the following terms apply to you:

C.1. Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL") in the Competition and Consumer Act 2010 (Cth). For major failures with a service, you are entitled: (a) to cancel your service contract with us; and (b) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Note: Where the Licensed Application is provided to you at no charge, references to refunds above apply only to any amounts you have actually paid to Breville in connection with the Licensed Application or related services (for example, paid subscriptions or in-app purchases). Your other rights under the Australian Consumer Law, including the right to have failures rectified and to compensation for reasonably foreseeable loss or damage, are not affected.

C.2. Warranty Disclaimer (Modified). Section 10 of this Agreement does not purport to exclude, restrict or modify the application of any statutory consumer guarantee or any condition, warranty, right or remedy implied or conferred by the ACL or any other statute, the exclusion of which would contravene that statute or cause any part of this Section to be void.

C.3. Limitation of Liability (Modified). To the extent permitted by the ACL, Breville's liability under any statutory consumer guarantee that is implied into this Agreement and cannot be excluded is limited, at Breville's option, to: (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and (b) in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

C.4. Indemnification (Modified). Section 11 of this Agreement does not apply to the extent that the relevant loss or damage arises from Breville's breach of a statutory consumer guarantee under the ACL or from Breville's negligence or willful misconduct.

C.5. Unfair Contract Terms. To the extent any term of this Agreement is determined to be an unfair contract term within the meaning of Part 2-3 of the ACL, that term is void and does not apply to you.

D. Other Jurisdictions.

D.1. Local Mandatory Laws Prevail. If you reside in a jurisdiction not specifically addressed in Sections A, B, or C, this Agreement applies to you to the fullest extent permitted by the mandatory consumer protection, data protection, and other laws of your country or territory of residence ("Local Mandatory Laws"). Nothing in this Agreement is intended to, or shall be construed to, limit, exclude, or modify any right, remedy, warranty, guarantee, or protection that Local Mandatory Laws grant to you and that cannot lawfully be limited, excluded, or modified by contract.

D.2. Severability and Conformance. If any provision of this Agreement (including any limitation of liability, warranty disclaimer, indemnification obligation, dispute-resolution mechanism, class-action waiver, or governing-law or venue clause) is unenforceable against you under Local Mandatory Laws, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, or, if no such modification is possible, severed from this Agreement as it applies to you. The remaining provisions shall continue in full force and effect.

D.3. Local Language. Where Local Mandatory Laws require that contract terms be provided to you in a specific language and a translation of this Agreement is made available to you in that language, the translation is provided for convenience; in the event of any conflict, the English-language version shall prevail except where Local Mandatory Laws require otherwise.

D.4. Statutory Rights Preserved. Your statutory rights as a consumer under Local Mandatory Laws remain unaffected by this Agreement.