

Firmware Licence Agreement

You must read this document carefully along with the user guide before using your IQOS heated tobacco device ("**Device**") for the first time. This firmware licence agreement ("**Agreement**") is between you ("**you**") and Philip Morris ČR a.s., incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B, Inset 627., with seat in Kutná Hora, Vítězná 1, PSC 284 03, contact address: Karlovo náměstí 10, Prague 2, 120 00, Czech Republic, Identification Number: 14803534, Taxpayer Registration Number: CZ 14803534 ("**PMI**") and governs your use of the firmware (the software and instructions recorded in the memory) that operates with the Device ("**Firmware**"). No other person shall have any rights to enforce any of these terms.

If you download and install the Firmware or connect or otherwise use the Device, you are indicating that you have read and understood, and agree to be bound by, the terms of this Agreement. If you do not agree to the terms of this Agreement, you should not download the Firmware, you are not granted any rights whatsoever in the Firmware and you should not use the Device.

THESE TERMS

Licence. Subject to the terms of this Agreement PMI grants you a non-exclusive, non-transferable right to run the Firmware provided within the Device and any updated versions downloaded by you only on and as incorporated in the Device. Such a right is for domestic and private use only.

Restrictions. You must not:

1. copy or distribute, sublicense, sell, lease, rent or otherwise exploit (either commercially or without charge) or transfer the Firmware (either alone or as incorporated into the Device) to any third party without PMI's prior written consent;
2. modify, adapt, alter, translate, or create derivative works from the Firmware (unless permitted to do so by law);
3. decompile, disassemble, reverse engineer or otherwise derive source code, or attempt to derive source code, from the Firmware (unless permitted to do so by law); or
4. allow a third party to do any of the above on your behalf.

Who owns the Firmware? The Firmware and all intellectual property rights associated with it are the exclusive property of PMI (or its licensors), except to the extent that the Firmware contains third party software, as set out below. All rights in and to the Firmware not expressly granted to you in this Agreement are reserved by PMI.

Updates to the Firmware. PMI reserves the right to update the Firmware from time to time in its sole discretion, including adding, changing or removing functionalities and features. PMI is under no obligation to provide any updates to the Firmware.

Export restrictions. You acknowledge that the Firmware may be subject to applicable import and export regulations, in particular in the United States and of the countries in which each party transacts business, specifically including U.S. Export Administration Act and Export Administration Regulations. You shall comply with any such laws and regulations as may be applicable.

Use of data. You understand and agree that PMI may collect certain technical, diagnostic and usage data relating to the Device, including as set out at <https://www.pmiprivacy.com/>.

Disclaimer. The Firmware is provided "as is," without any warranty. PMI disclaims all warranties, oral or written, express, implied, arising from course of dealing or use of trade, or by law.

No warranty. Any and all other warranties, including implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of third-party intellectual property rights, and accuracy are expressly excluded. You shall not have the right to make or pass on and shall take all measures necessary to ensure that neither you nor any of your distributors, agents, or employees shall make or pass on any warranty or representation on behalf of PMI to any third party.

Devices are for domestic and private use only. PMI will not have liability to you for any loss of profit, loss of business, loss of earnings, business interruption, or loss of business opportunity arising out of, or in connection with the Firmware or your use of the Firmware.

What is PMI liable for? In no event will PMI or its suppliers' total cumulative liability relating to the Firmware exceed the purchase price of the Device. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for certain incidental or consequential damages. In these instances, the exclusions set out above may not apply to you.

PMI does not exclude or limit its liability to you if it would be unlawful to do so. This includes liability for death or personal injury caused by PMI's negligence, fraud, or breach of your consumer rights.

OTHER IMPORTANT TERMS

If you breach this Agreement, your rights to use the Firmware end. This Agreement terminates automatically if you breach any term of this Agreement. Upon the termination of this Agreement, you must stop using the Firmware and destroy all copies of the Firmware in your possession. PMI may require you to provide evidence in writing that you have complied with your obligations under this heading.

PMI may transfer this Agreement to someone else. PMI may transfer its rights and obligations under this Agreement to another organisation. PMI will contact you to let you know if it plans to do this.

You need PMI's consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under this Agreement to another person if PMI agrees to this in writing.

If a court finds part of this Agreement illegal, the rest will continue in force. Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if PMI delays in enforcing this Agreement, PMI can still enforce it later. If PMI does not insist immediately that you do anything you are required to do under this Agreement, or if PMI delays in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent PMI taking steps against you at a later date. For example, if you fail to pay and PMI does not chase you but continues to provide the Device, PMI can still require you to make the payment at a later date.

Which laws apply to this Agreement and where you may bring legal proceedings. This Agreement is governed by the laws of the jurisdiction in which the Device is sold.