

Terms of Use for FEEL from Power

Thank you for using FEEL by Power. As part of the products associated with FEEL, you will receive services, which are described below (hereafter referred to as “FEEL”). FEEL is owned, developed, and made available by Power International AS; see contact information below.

These are the terms of use for FEEL ("the Terms"). It is important that you familiarize yourself with the Terms, so you know what you can and should do, what you cannot do, and what Power's duties and responsibilities are.

These terms only govern the use of digital services offered through FEEL. The purchase of products that use FEEL takes place in a physical store and is governed by Power's standard terms of purchase.

You accept these terms when you activate and use services through the app for FEEL. Before activation, you will be given the opportunity to read the terms. If you do not accept the terms, you cannot use the app or its associated services.

If you have any questions about the Terms, please contact us. You can find our contact information at the bottom of the Terms.

Overview of the Terms

This is an overview of the Terms. You must also read through the Terms below to understand all your rights and obligations:

- **What is FEEL?** FEEL is an AI-powered headphone product with an accompanying app that gives you access to smart features like voice control, translation, and personalized audio settings.
- **The app and features:** You must download the app for FEEL to use all the features. The app requires internet access and permissions on your phone. Some features may cost extra.
- **Privacy:** Power collects and processes personal data when you use FEEL. Learn more about your privacy and rights below.
- **Age limit:** You must be at least 4 years old to use the services in FEEL. If you are between 4 and 18, your parent or guardian must approve your use.
- **AI Features:** AI-generated content is not always accurate or complete. You are responsible for verifying important information.
- **Local laws:** As a consumer, you have rights under local consumer law.

About FEEL

FEEL is a premium headphone product with advanced AI technology, developed and delivered by Power. The product includes:

- **Hardware:** Over-ear or in-ear headphones with active noise cancellation (ANC), high-quality sound, and long-lasting battery life.
- **Software:** Software that enables AI features.
- **App:** A mobile app for iOS and Android that lets you control the product and use AI features.
- **Audio Apps:** Various apps and features available through the app, some of which may cost extra.

About services in FEEL

You get access to the services in FEEL through the mobile application provided by Power as described below.

Through the app, you have:

- **Product Control:** Audio settings, noise cancellation (ANC), equalizer, and software updates.
- **AI features:** Voice control, context-aware audio, motion detection, and shortcuts.
- **Audio Apps:** Access to various audio apps such as Chat AI, Voice Writer, translator, Spotify integration, personal sound profile, and more (see below).

The app is available for free download from the Apple App Store and Google Play Store.

The app requires internet access (Wi-Fi or mobile data) for most features. Some features require permissions on your phone (microphone, location, Bluetooth). You can manage permissions in your phone's settings.

Registration and use

To use the services in FEEL, you must:

1. Download the app from the Apple App Store or Google Play Store.
2. Connect your product with the app via Bluetooth.
3. Optionally, create a user account or log in (if required for certain features).

Features and Audio Apps

Basic features (included)

The following features are included at no extra cost:

- Product settings (ANC, equalizer, sound profile).
- Software (firmware) updates.
- Basic shortcuts for easy access to features.
- Movement detection (e.g. nodding/shaking to answer calls).

Audio Apps (some may cost extra)

Through the app for FEEL, you have access to various Audio Apps. Some of these are free, while others may require payment in the form of a one-time fee or a monthly subscription.

Prices for the various Audio Apps and other services can be found in the app.

Examples of Audio Apps:

- **Chat AI:** Talk to an AI assistant directly through your headphones. Responses are read aloud by an AI voice.
- **Voice Writer:** Dictate your thoughts and have them transcribed into text with AI-corrected spelling and grammar.
- **Translator:** Real-time translation for over 25 languages.
- **Spotify Audio App:** Advanced Spotify control, music recommendation, EQ settings.
- **Personal Sound:** Personalized sound profile based on your hearing (hearing test).

- **Voicemod:** Create fun voice effects and audio messages.

The selection of Audio Apps may change over time. New apps may be added, and existing apps may be updated or removed. You will be notified of any changes in the app.

Purchase of Audio Apps

Paid Audio Apps can be purchased directly in the app. Payment is processed via:

- Apple App Store (for iOS users) - subject to Apple's payment terms.
- Google Play (for Android users) - subject to Google's payment terms.

Before you purchase a paid Audio App, you will be informed of the price. For purchases of digital Audio Apps, the right of withdrawal may be forfeited if you expressly agree to the delivery starting immediately and acknowledge that you thereby waive your right of withdrawal. This will be stated in the App Store / Google Play before the purchase is completed.

For subscription-based Audio Apps, the subscription renews automatically each month unless you cancel it. You can cancel the subscription at any time in your App Store/Google Play settings. The cancellation will take effect from the next renewal.

Your obligations as a user

As a user of FEEL, you agree to:

- **Compliance with Laws and Regulations:** Use the product and the app in accordance with local laws and these terms.
- **Personal use only:** The app and the digital services are for private and personal use only. Commercial use of the services requires a separate agreement with Power. This clause does not apply to the use of the headphones as a physical product.
- **Protecting your account:** If you create a user account, you are responsible for keeping your login information confidential. Do not share your account with others.
- **Do not abuse the service:** You must not use the app or the AI features for illegal purposes, to create or spread harmful content, or in ways that could harm others or our systems.
- **Do not modify the software:** You must not attempt to examine the code in FEEL, decompile, hack, or otherwise breach security, or in any other way modify the software in the product or the app.
- **Update software:** To ensure security and the best functionality, we recommend that you keep the software in the products and the app updated. Certain features may require the latest version.

Power may suspend or terminate your access if you materially or repeatedly breach the terms. You will normally receive prior notice, unless the breach is severe or involves a security risk.

Age limit and consent

You must be at least 4 years old to use the services in FEEL. If you are between 4 and 18 years old, parental consent is required. By using the app, you confirm that you have this consent or are over 18 years old.

Privacy and processing of your personal data

What data is collected

Power International AS is the data controller for personal data collected when you use FEEL.

The following categories of personal data may be collected:

Information you provide in the app or to us:

- **Contact information:** Name, email address etc. if you create a user account.
- **Customer service:** Inquiries to customer service (name, email, description of the issue).

Information collected automatically:

- **Device information:** Device type, operating system, app version, unique device identifier, IP address, etc.
- **Usage data:** Which features you use, downloads, installations, updates, session duration, etc.
- **Error reports:** Error reports and error messages for troubleshooting and improvement.
- **Location Data:** Location data is only shared if you enable features that require it. Power does not store location data. When location data is processed, this is done by Power's data processors to provide the feature, and the data is not stored after processing is complete.

Voice and audio data are processed in real-time to deliver functionality and are not stored.

Where this occurs via an external AI provider, only the data necessary for the function is transferred.

If you choose to connect FEEL to third-party services (e.g., Spotify account, Google account), we may receive certain information from these services in accordance with their privacy policies.

Purpose and legal basis for processing

We process your personal data for the following purposes:

- **Delivering the product and services:** To provide product features, AI services, software updates, and customer support. We process personal data related to this to fulfill our agreement with you, which is necessary to provide the services you use.
- **Security and fraud prevention:** To secure the system, prevent misuse, and ensure operations. We process personal data for this purpose because we have a legitimate interest in securing our systems.
- **Analysis and Improvement:** Analyzing usage to improve the product, develop new features, and optimize the user experience. We process personal data for this purpose because we have a legitimate interest in analyzing and improving the product.
- **Marketing:** To inform you about new products, features, and promotions (only with your consent). We process this information based on our legitimate interest to inform you about new products and features related to the product. This is because you are a user of the product, and we want you to get the most out of it. If we contact you via SMS or email, we will do so based on your consent.
- **Fulfilling legal obligations:** We may be required to provide information to authorities, such as the police, during an inspection or if the products have been used illegally. We will do so because we are required by law.

Sub-processors and transfer of data outside the EEA

We use data processors to process personal data in connection with FEEL. We have entered into agreements (data processing agreements) that obligate the data processors to secure your personal data and to process the personal data only in accordance with data protection legislation, including GDPR.

Since FEEL includes AI, some of the data processors will process personal data in AI services. The following applies to data sent to AI providers:

- Data is only sent when you activate and use relevant features.
- Where technically possible, personal data is pseudonymized or anonymized before transfer.
- Only the minimum data necessary to provide the function is transferred.

Some service providers process data outside the EEA. Such transfers only occur when necessary to deliver the features, and are based on a legal basis for transfer. Agreements are then in place with the providers to ensure that the processing, including security measures for international data transfers, is in accordance with data protection regulations, including GDPR.

Third-party services

Some Audio Apps can be integrated with third-party services such as Spotify, Google Assistant, or others.

Connecting to third-party services is optional, and you can disconnect them at any time in the app's settings. If you choose to connect to such services, your use of them will be subject to their own terms and privacy policies.

Power is not responsible for the processing of personal data by third-party services when you choose to connect those services to FEEL. We recommend that you read their privacy policies.

Your rights

According to data protection legislation (GDPR), you have the following rights:

- **Right of access:** You can request a copy of the personal data we have about you.
- **Right to rectification:** You can request that incorrect or incomplete information be corrected.
- **Right to erasure:** You can request that we delete your personal data in certain cases.
- **Right to restriction:** You can request that the processing of your information be restricted under certain circumstances.
- **Right to data portability:** You can request to receive your personal data in a structured, machine-readable format.
- **Right to object:** You can object to processing based on legitimate interest or for direct marketing.
- **Right to withdraw consent:** When processing is based on consent, you can withdraw your consent at any time in the app's settings. Withdrawal will not affect the lawfulness of processing based on consent before it was withdrawn.
- **Right to be notified:** In the event of a serious data breach, we will notify you in accordance with data protection regulations.

- **Right to complain:** You can file a complaint with the Data Protection Authority if you believe we are processing your personal data in violation of the law or if your rights are not being upheld.
- **Link to local data protection authorities:**
 - Norway: <https://www.datatilsynet.no/>
 - Denmark: <https://www.datatilsynet.dk/>
 - Finland: <https://www.tietosuoja.fi/>
 - Sweden: <https://www.imy.se/>

To exercise your rights, contact Power's customer service (see section 19 for contact info). We will respond to your inquiry within 30 days.

You can also manage some information directly in the app (e.g., delete your account, withdraw consents, change settings).

See more in Power's Privacy Statement:

<https://www.power.no/kundeservice/om-power/personvernerklaering/>

<https://www.power.dk/kundeservice/om-power/persondatapolitik/>

<https://www.power.fi/asiakaspalvelu/toimitusehdot/tietosuojakaytanto/>

<https://www.power.se/kundservice/villkor/dataskydd-personuppgifter/integritetspolicy/>

Retention period

We store personal data for as long as necessary for the purposes described in this statement:

- **Account information:** Stored until you delete the account. You can delete the account yourself in the app. If for technical reasons you are unable to delete the account yourself, you can contact customer service for assistance.
- **Error reports:** Stored for 12 months.
- **Marketing consents:** Stored for up to 2 years.
- **Voice data for AI features:** Processed in real-time and not stored, unless you have consented to storage for service improvement. Data that is anonymized in such a way that it cannot be linked to you falls outside the scope of privacy regulations and may be used for statistics and improvement.
- **Accounting information:** Stored for up to 6 years as required by the Bookkeeping Act.

Responsibility and Limitations

Power's Responsibility

Power is responsible for FEEL in accordance with the Consumer Purchase Act, as well as the services provided. This includes both the hardware (the headphones) and the software integrated into the product, and the services provided as part of FEEL, with the limitations that follow below.

This means:

- Power is responsible for product defects and faults, including software errors that cause the product to not function as it should.
- In case of a defect, you have the right to demand repair, replacement, a price reduction, or cancellation in accordance with consumer protection legislation.

Although Power has extensive responsibility, there are certain limitations:

- **Internet Dependency:** Many features require internet access. Power cannot be held responsible for lack of internet access or poor network quality.
- **Third-party services:** Power is not responsible for errors, interruptions, or issues in third-party services (e.g., Spotify, OpenAI) that integrate with FEEL.
- **User Responsibility:** Power is not responsible for loss or damage caused by your misuse, unauthorized modifications, or breach of these terms.

AI features and limitations

FEEL offers AI-powered features such as Chat AI, Voice Writer, Translator and others.

These features are advanced, but have certain limitations you should be aware of:

- **Not always accurate:** AI-generated content (text, translations, answers) may contain errors, inaccuracies, or misunderstandings. Results are not always complete or correct.
- **Not Professional Advice:** AI features are for convenience and personalization only. They are not a substitute for professional advice (legal, medical, financial, or other expert guidance).
- **User's responsibility:** You are responsible for verifying important information generated by the AI features. Power and Bragi are not responsible for decisions you make based on AI-generated content.
- **Prohibited use:** You must not use AI features to create, share, or store illegal, offensive, harmful, or hateful content. Abuse may result in suspension from the service.

These guidelines do not limit your rights under the Consumer Purchase Act. If the AI features do not function as described due to faults in the product or software, this is considered a defect.

Technical requirements

For FEEL to work optimally, you need:

- **Mobile device:** iPhone with iOS 15 or later, or Android phone with Android OS 10 or later.
- **Bluetooth:** Bluetooth 5.0 or newer is recommended.
- **Internet:** Stable internet access (Wi-Fi or mobile data) for AI features and app updates.
- **Permissions:** The app may request permission for the microphone, location, Bluetooth, and notifications. Some features require you to grant these permissions.

Power recommends that you keep both the app and the product's software updated to ensure the best possible performance, security, and access to the latest features. This may cause the requirements above to change. Changes to technical requirements will be announced when they affect available features.

Changes to the Terms

Power may update these terms when necessary, due to changes in the services, technical conditions, security considerations, or legal requirements.

For significant changes, we will inform you in one of the following ways:

- In-app notification.
- Email to your registered email address (if you have provided one).

You can always find the current version of the terms of use in the app and on power.no/feel-tos

By continuing to use FEEL after the changes take effect, you accept the updated terms. If you do not accept the changes, you must stop using the app and its associated digital services.

Contact information

If you have any questions or other inquiries about FEEL, you can contact Power's customer service:

Power International AS

Customer Service:

Norway: 21 00 40 00

Denmark: 70 33 80 80

Finland: 0305 0305

Sweden: 08 517 66 000

Email:

kundeservice@power.no

kundeservice@power.dk

asiakaspalvelu@power.fi

kundservice@power.se

Website:

<https://www.power.no/kundeservice/>

<https://www.power.dk/kundeservice/>

<https://www.power.fi/asiakaspalvelu/>

<https://www.power.se/kundservice/>

You can also contact our customer service representatives if you have any questions about privacy.