

This page constitutes the pre-contract transparency notice required by **Articles 3(2) and 3(3) of Regulation (EU) 2023/2854 (EU Data Act)**, applicable from 12 September 2025. It describes the data generated by Meater® connected thermometers and the Meater app, and explains how users may access, share, and delete that data. EU retailers and resellers selling Meater connected products are required to make this information available to buyers at the point of sale. For questions or to exercise your rights, contact [privacy@meater.com](mailto:privacy@meater.com).

**MANUFACTURER & DATA HOLDER — Art. 3(3)**

**Company:** Apption Labs Limited, d/b/a Meater, a wholly-owned subsidiary of Traeger Pellet Grills, LLC

**Address:** 533 W 400 S, Salt Lake City, UT 84101, USA

**Meater® Connected Thermometer & Meater App** Applies to all Wi-Fi-enabled Meater thermometer models sold in the EU/EEA

Category	Information
<b>1 — DATA &amp; COLLECTION</b>	
<b>Data Types</b> <span>Art. 3(2)</span>	Operational telemetry (internal and ambient temperature, probe readings, cook cycles, error states); device identifiers (serial number, model, hardware and firmware version); connectivity data (Wi-Fi signal, pairing status, OTA update status); user account and app data (email, preferences, app interactions, push notification token, user analytics); mobile phone device data (device model, operating system version).
<b>Format</b> <span>Art. 3(1)</span> <span>Art. 4(1)</span>	Data is provided in <b>JSON</b> (full structured dataset) and <b>CSV</b> (cook history summary) — machine-readable, commonly used formats, at the same quality as held internally.
<b>Estimated Volume</b> <span>Art. 3(2)</span>	Varies by usage frequency and enabled features. Typical telemetry is a few MB per device per month during active use.
<b>Real-Time Generation</b> <span>Art. 3(2)</span>	When paired, the thermometer generates data continuously during active cook sessions. Live temperature, probe, and cook state data is accessible in real-time through the Meater app.
<b>Storage</b> <span>Art. 3(2)</span>	<p><b>Device:</b> minimal local cache (last known state, paired credentials); cleared on factory reset.</p> <p><b>Cloud:</b> encrypted storage on AWS (S3 / IoT Core) for the lifetime of the active account.</p>
<b>Retention &amp; Deletion</b> <span>Art. 3(2)</span>	Cloud data is retained while the account is active. Users may request deletion at any time via <a href="https://preferences.traeger.com">preferences.traeger.com</a> .
<b>Service Termination</b> <span>Art. 3(3)</span>	The Meater app service contract continues for the lifetime of the active account. Users may terminate their account at any time via <a href="https://preferences.traeger.com">preferences.traeger.com</a> or by contacting <a href="mailto:privacy@meater.com">privacy@meater.com</a> . Following account or service termination, users may also request deletion of their device-generated data through the same portal. Termination of the account ends the continuous data collection relationship; data retained for legal or operational purposes is described in the Retention & Deletion row above.

## 2 — THIRD-PARTY ACCESS IN NORMAL OPERATIONS

### Routine Third-Party Access Art. 3(2) Art. 3(3)

In the ordinary course of operating the thermometer and app, device data is processed by the following categories of sub-processors: **cloud infrastructure** (AWS — storage, IoT messaging, authentication); **analytics providers** (app usage and crash analytics); **customer support tools** (only when user grants access for troubleshooting). Meater does not sell device-generated data to unaffiliated third parties.

## 3 — USER ACCESS RIGHTS

### How to Access Your Data Art. 3(2) Art. 4(1)

**Self-service portal:** [preferences.traeger.com](https://preferences.traeger.com) — submit access, export, or deletion requests online, free of charge. Also accessible via **Privacy Choices** in the footer of meater.com.

### Verification Art. 4(5)

Meater will only request the minimum information necessary to verify your identity and locate your data. We will not require excessive documentation or retain verification logs beyond operational necessity.

### No Dark Patterns Art. 4(4)

Meater will not use interface design, default settings, or non-neutral choice presentation to discourage, delay, or impair users from exercising their data access, portability, or deletion rights.

### Personal Data & GDPR Art. 5 + GDPR Art. 6

Where device-generated data includes personal data (e.g., account identifiers, usage patterns linked to a user), any sharing with a third party requires a valid legal basis under **GDPR Article 6** in addition to the user's Data Act portability request. Meater's privacy policy describes the applicable legal bases. Users retain all rights under GDPR independently of the Data Act.

### Access by Design Art. 3(1)

Connected products placed on the EU market after **12 September 2025** must be designed so product data is directly accessible to users by default. Meater is implementing this requirement into all new product design as of that date.

## 4 — THIRD-PARTY DATA PORTABILITY

### Right to Share with Third Parties Art. 5(1)

Users may instruct Meater to make device-generated data available to a nominated third party (e.g., a repair service, a competing app, or another manufacturer). Meater will make the data available to the nominated third party **without undue delay, free of charge to the user**, and at the same quality as provided to Meater itself.

### How to Nominate a Third Party Art. 5(1)

Submit a portability request — including the identity and contact details of the nominated third party — via [preferences.traeger.com](https://preferences.traeger.com) or by emailing [privacy@meater.com](mailto:privacy@meater.com). Meater will contact the nominated party and provide the data in the agreed format (JSON or CSV) without undue delay following verification of the request.

### Obligations on Data Recipients Art. 5(6) Art. 6(2)

Third parties that receive data under Art. 5 may only use that data for the purpose stated in the user's request. They may not use it to profile, sell, or disclose to additional parties without the user's consent, and must delete the data once the stated purpose is fulfilled.

### Continuous Data Streams Art. 5(2)

Where the user requests a continuous or ongoing feed of device data to a third party (e.g., for a connected-home integration), Meater will facilitate this via a secure API or data pipeline and will terminate the feed upon the user's instruction.

**Data Withheld** Art. 4(6-8)

Meater may decline to disclose data constituting a trade secret (e.g., proprietary algorithms, AI-derived recommendations) or data whose disclosure would compromise device security (e.g., firmware signing keys). Before any refusal, Meater must propose confidentiality measures. Any refusal is provided in writing with a stated rationale within 15 business days.

**Trade Secret Holders** Art. 3(3) Art. 4(6-8)

Trade secrets embedded in device-generated data are held by **Meater**. Third parties nominated to receive data will be required to agree to proportionate confidentiality measures before any trade secret-adjacent data is disclosed.

**User Restrictions** Art. 3(10-11)

Data obtained through an access or portability request may not be used to develop a product or service that directly competes with the connected product from which the data was generated. Users must not use coercive or unauthorized technical means to obtain data beyond what Meater makes available.

**Complaints & Remedies** Art. 3(3) Art. 4(3), 4(9)

If you believe your data access or portability request has been unlawfully refused or delayed, you may contact your national competent authority designated under **Art. 37 of the EU Data Act** (e.g., **Bundesnetzagentur** in Germany, **CNIL** in France) or seek out-of-court settlement through a certified dispute resolution body. Third parties may also challenge refusals under Article 10. Penalties for violations of Chapter II obligations are set by Member States under Art. 40 of the EU Data Act.

## 6 — FURTHER INFORMATION

**Related Documents** Art. 3(2) Art. 3(3)

[Meater Privacy Policy](#) · [Terms of Use](#)

**Resellers & Retailers** Art. 3(2)

EU retailers and resellers selling Meater connected products are required under Art. 3(2) to make this disclosure available to buyers before purchase. Retailers should link to or reproduce this page in their product listings.

**Contact**

**EU Data Act enquiries:** [privacy@meater.com](mailto:privacy@meater.com)  
**General privacy:** [privacy@meater.com](mailto:privacy@meater.com)