

TEDEE APP TERMS AND CONDITIONS (“T&C”)

INTRODUCTION

1.1 **[The Business App]** The application Tedee Business (“**the Business App**”) is a digital application (software) available only to Users of the Tedee App. The Business App is software intended for installation as part of the search engine used by the Customer, created and made available by Tedee limited liability company, through which the User has access to specific functionalities and virtual space. The main purpose of the Business App is to enable the User to take advantage of the Lock's greater possibilities by operating the system managing the User's accounts in the App, as well as the ability to view information and other content presented in the App and additional content dedicated exclusively to the Business App. A detailed description of the functionalities that are currently available via the Business App and the terms of their use can be found directly in the Business App.

1.2 **[Tedee]** The Business App was developed and is delivered to You by us (“**Tedee**”, “**We/Us**”):

Tedee spółka z ograniczoną odpowiedzialnością, a limited liability company with its registered office in Warsaw at 2 Altowa Street, entered into the register of entrepreneurs of the National Court Register under the number 0000712451, register files of which are kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, NIP (tax identity number) 7010795542, REGON (statistical number): 369188621, with share capital amounting to PLN 2,400,000.

TEDEE APP. GENERAL RULES

2.1 **[General conditions]** By accessing, downloading or using the Business App, You unconditionally agree to be bound by these T&C and all terms of use provided herein. Unless otherwise indicated, the content of the Business App, data, including software, appearance, functional layout, content and graphic elements, databases, regardless of their nature, format and method of recording or presentation, are property of Tedee.

2.2 **[Using the Business App]** You are entitled to benefit from the Business App in the scope of Your personal usage and to the extent permitted by its functionalities available in the Business App and in the App at the given moment. You are not allowed to: (a) use the Business App for any purpose other than its intended ones; (b) use the Business App on any other mobile platform that You do not own or control; (c) distribute or make the Business App available over a network where it could be used by multiple devices at the same time; (d) decompile or reverse engineer the Business App, or attempt to do so; (e) rent, lease, lend, sell, copy, reproduce, publish, republish, upload, post, transmit, sublicense, distribute, attempt to derive the source code of, modify or create derivative works of the App or any of its contents.

2.3 **[Technical requirements]** In order to use the Business App, the User must first download the Tedee mobile Application (“**the App**”) and use it to register for an account. Subsequently the User should enter the Internet address of the Business App in the web browser User use and log in using the individual login and password created within the App. For the correct operation of the Business App, it is required to use a device with Internet access, which does not use software that could adversely affect the operation of the Business App and App.

2.4 **[Support]** If You need technical support regarding operations of the Business App, please contact us at [support@tedee.com]. We make all possible efforts to provide You with support without undue delay (if You do not receive an answer from us, please contact us again). Please, however, remember that the support results from our good will only. Tedee has no obligation whatsoever to furnish any maintenance and support with respect to the Business App. Although We may try to help You, We will be obliged to provide maintenance or support related to the Business App solely if We agreed to do so in a separate agreement or if it is required under the applicable law. Otherwise, it is only a favour that We may, but must not, make You.

REGISTRATION

3.1 **[Account]** Using the App requires an active account within the App (“**the Account**”). Users are not required to use the Business App. We may (but are not obliged to) allow a possibility of getting acquainted with the App before creating the Account, but only to a limited extent (a demo access).

3.2 **[Registration]** Creating the Account requires registration in accordance with the T&C and current options available in the App and the Business App. By completing and accepting an appropriate registration form, You: (a) declare that You have read T&C of the Business App and T&C of the App and accept all of its provisions, (b) ensure that all data provided by You in the registration form are true. The Account is created and the registration

process is considered successful only after We send You or display a confirmation of a successful registration to the Business App. The User should change the password to a new one after the first logging into the Business App.

PAYMENTS

4.1 **[Free functionalities]** On the effective date of this version of the T&C, the Business App (as well as all functionalities available in it) is made available to the App Users free of charge. However, it is possible that this will change at a certain time.

4.2 **[Paid functionalities]** We may decide to introduce charges for some or all functionalities in the Business App or for the Business App itself. In such a case, You will be clearly and expressly informed about such changes and applicable charges. Making relevant payments may be necessary to continue using the Business App (either in full or only in the scope of some functionalities thereof). All prices, charges and payment schemes will be provided in the Business App for your reference. You should execute payments in a manner described in the Business App (in such case, please remember to provide all the data necessary to process the payment). For the sake of Your safety and transaction efficiency, payments may be managed by a third party being a professional payment operator (all necessary details will be provided to You).

DATA AND PRIVACY

5.1 **[Personal data]** We want to assure You that Your privacy is of the highest importance to Us. We only process Your personal data (as defined by the applicable law) in a way described in Our Privacy Policy. This is always up-to-date information describing the rules of processing Your personal data in relation to the Business App. You can find there all details about: (a) the scope of Your personal data that we process, (b) reasons why We do so, (c) who is involved in the process/who We share Your personal data with, (d) how long We keep them, (e) what You can do or request from Us in relation to You personal data, (f) all other important issues.

5.2 **[Data accuracy and verification]** You are obliged to provide only true data within the Business App, especially for the purposes related to registration in the Business App. Tour provision of false data entitles Us to discontinue providing the functionalities of the Business App immediately. We reserve the right to verify the data You provide by, among others, sending an email containing an activation link to the Account, to the email address provided during the registration process. You must understand that giving false answers in the Business App questionnaires may result in obtaining inaccurate and/or misleading results.

5.3 **[Entrusting Data]** When using the BusinessApp, You entrust Us with processing of the following personal data: (a) collected in scope of the Business App - for the purpose and scope necessary for Us to provide You with the Business App functionalities, (b) personal data of persons using the Account based on Your consent, including its family, friends, employees or associates (if applicable).

ACCESSIBILITY AND LIABILITY

6.1 **[“As is”]** The Business App, functionalities and the content included therein are made available on an "as is" basis, which means that You can only use the Business App in the scope and to the extent, as well as in the form that is currently provided by Us, at your own discretion and risk.

6.2 **[Accessibility]** Although We make every effort to provide the Business App at the highest service- level, unfortunately We cannot exclude the possibility of temporarily suspending its availability in case of a need for maintenance, inspection, replacement of equipment or in connection with a need to modernize or expand the Business App.

6.3 **[Liability limitation]** Tedee shall not be liable for damages arising from the fault of You or a third party, including in particular damages: (a) resulting from the inability to perform any contract or to provide any service due to providing false data or an overfilled email box or other circumstances making provision of functionalities of the Business App impossible; (b) arising in relation to discontinuance of providing the App, the Business App or deletion of the Account, which occurred as a result of violation of the App T&C or the Business App T&C by You; (c) caused to third parties as a result of Your usage of the Business App in a manner contrary to the App T&C or the Business App T&C, applicable law or violation of the law or rights of third parties by You; (d) caused by information or materials downloaded or sent via Internet by You; (e) resulting from acts or omissions of third

parties unrelated to You or Us; (f) resulting from sending messages to the email address provided by You being blocked by mail server administrators, or from deleting or blocking emails by software installed on the device used by You. Tedee - to the furthest extent permitted by law - is not liable for disruptions, including interruptions in functioning of the App or the Business App due to force majeure, unlawful actions of its users or third parties or incompatibility of the Business App with Your technical infrastructure.

6.4 **[Actual damages]** Tedee is liable only for actual damages (all liability for lost profits, direct or indirect losses of profits is excluded).

6.5 **[No warranty]** Tedee makes no warranty and disclaims all express and implied warranties with respect to the Business App, any functionalities and services performed or provided by or via the Business App including, without limitation, any warranties of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement, and disclaim all responsibility for the completeness, accuracy, availability, timeliness, security or reliability of the application, that the Business App will meet your requirements or be available on an uninterrupted, secure or error free basis or that defects will be corrected. To the extent not prohibited by law, in no event will Tedee or any of its officers, employees, agents, partners and licensors, be liable to You or anyone else for personal injury or any direct, indirect, incidental, special, exemplary, consequential, punitive, moral or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data, good will or other intangible losses) without regard to the form of action and whether in contract, tort, negligence, strict liability, or any other legal theory, arising out of or in connection with the Business App, any functionalities, services or third party content, including content on or accessed through the Business App or any application, website or document linked to, or any copying, displaying, or use thereof.

COMPLAINTS

7.1 **[Complaints]** You always have a right to lodge a complaint regarding functioning of the Business App. Complaints may be submitted in an electronic form by sending an email to the following address: support@tedee.com. Complaints will be considered within 14 days. We will inform You about the result of the complaint procedure by an email (sent back to the email address from which the complaint was lodged) or by a system message in the App.

7.2 **[Complaints against third parties]** Tedee will only consider complaints related to the Business App. Should You send Us a complaint regarding any third party service, including payment operator's services - should the Business App become or include a paid service at any time and to any extent - We will inform You that such complaint was wrongfully addressed to Us and/or will assist You by forwarding the complaint to the relevant third party. In the latter case, Your complaint will be forwarded in its entirety (along with the data provided by You for this purpose). Please be informed that forwarding any complaints and/or assisting You otherwise therein is solely our good will and own decision, while You cannot expect Us to do so or make any claims against Tedee in that scope.

COMPLIANCE WITH T&C AND LAW

8.1 **[Obligation]** You are obliged to use the Business App solely in a manner compliant with the provisions of the Business App T&C, the App T&C, binding provisions of law and with respect to any rights of third parties. Remember that any activities that are not expressly permitted in the Business App T&C and the App T&C are prohibited.

8.2 **[Prohibited activities]** In particular, You are not allowed to: (a) undertake activities that may interfere with the functioning of the Business App, including hindering access to the Business App or any content included therein; (b) send spam and unsolicited commercial information and conducting promotional activities contrary to the Business App T&C and the App T&C by means of the Business App and The App or in relation thereto; (c) use viruses, bots or other codes, files or programs (in particular those automating scripts and applications processes or other codes, files or tools); (d) expose Us or third party to sanctions, prosecution, civil action or other liability; (e) cause harm to or interfere with the integrity or normal operations of Tedee or third party; (f) interfere with another's use of the App and the Business App; (g) violate any applicable law, rule or regulation; or (h) otherwise present an imminent risk of harm to Us, other users of the App and the Business App of third parties.

8.3 **[Consequences]** Tedee reserves the right to act immediately to restrict, suspend or terminate Your use of the App and the Business App if it reasonably determines that You violated the Business App T&C and the App T&C, including especially clauses 8.1. and 8.2. above. We may terminate the agreement between us either immediately (which will be effective at the moment You receive such notification) or with a notice period of up to 30 days. We will inform You about the situation, our decision and measures applied along with a justification thereof. If We find it reasonable, We may set a deadline for You to discontinue the infringements and remedy their effects before We take any other steps. Please note that Tedee can choose from all available measures at its sole discretion, while applying those does not exclude Your further liability for Your infringement (incl. judicial proceeding).

LEGAL ISSUES

9.1 **[Governing law]** Any disputes related to the Business App T&C and the App T&C or legal relations described therein shall be governed by the laws of Poland, unless unconditionally binding provisions of law stipulate otherwise (e.g. if You are a consumer, We may be obliged to apply local laws of the place You are domiciled at).

9.2 **[Jurisdiction]** Any disputes related to the Business App T&C and the App T&C or legal relations described therein should be considered by the authorities and courts indicated by the unconditionally binding provisions of law, provided that these laws require so (e.g. consumer protection laws). Otherwise, the disputes should be subject to the jurisdiction of courts and authorities competent for the registered seat of Tedee.

9.3 **[Consumers]** If you use the App and the Business App as a consumer (as defined in the binding provisions of law), You are not bound by such provisions of the Business App T&C and the App T&C that were or will be considered unlawful contractual provisions (abusive clauses) in a final judgment issued by the competent authority or in any other procedure that imposes such effect.

TERM

10.1 **[Conclusion]** You and Tedee conclude the agreement on provision of the access to the Business App as at the moment when We confirm the correct completion of the registration procedure and setting up the Account.

10.2 **[Term and termination]** The agreement between You and Tedee is concluded for an indefinite period, which means that it is not limited in time and remains binding until either You or We decide to terminate it. The agreement between us expires after You finalize the Account deletion procedure, which must be initiated via the Business App and the App interface and conducted by following relevant instructions therein.

10.3 **[Withdrawal right]** If you use the Business App as a consumer (as defined in the applicable provisions of law), You can withdraw from any agreement for the provision of services concluded at a distance within 14 days. In order to meet the deadline for withdrawal, it is enough if You send a statement on withdrawal to Tedee before the expiry of the abovementioned deadline (You can use the template provided as the attachment no. 1 hereto). You cannot withdraw from the agreement: (a) in relation to a service with properties specified by You in the order or closely related to Your person, (b) if the We have fully provided the service before the statement was submitted, (c) from the moment when We have already started providing the service (You will be additionally informed about such fact by an appropriate message). In case of an effective, lawful withdrawal, any undue payments You made will be refunded directly to the account from which the payment was made.

FINAL PROVISIONS

11.1 **[Availability]** The T&C are made available free of charge and continuously within the Business App, in a way enabling You to obtain and reproduce it and download/save its content at any time.

11.2 **[Completeness]** Should any of the provisions of the T&C be amended or declared void by a decision of a competent authority or court, all other provisions of the T&C shall remain in force and bind us.

11.3 **[Amendments]** Tedee has the right to modify the Business App at any time and in any scope. We also have the right to amend the T&C, which should be understood as a change of the provisions affecting rights or obligations of You or Us. This usually happens when required by a modification introduced in the Business App or the App or in the event of a change in law that affects legal relationship between us. If possible, You will be informed about major modifications in advance (normally, at least seven days before they become effective). In any case, any amendment will be notified to you not later than at the moment You access the Business App for the first time after the change became binding. Information about the change and the amended version of the

Business App T&C will be made available in the Business App. We believe that the changes are always for better, but if you do not agree with any of the amendments introduced, You are always entitled to terminate the Agreement, e.g. by carrying out the Account deletion procedure and deleting the App and the Business App from Your device.

11.4 **[Version]** You can always find the binding version of the T&C in the App and T&C Business App. This version of the App T&C and the Business App T&C enters into force on [•].

Attachment no. 1. *Template of a statement on withdrawal from the agreement*

TEMPLATE OF A STATEMENT ON WITHDRAWAL FROM THE AGREEMENT

Date: *[please enter day, month, year]*

Service provider: *[please enter full name and address of the service provider]*

User: *[please enter name and surname, correspondence and electronic address]*

Statement. *I/We hereby inform about withdrawal from the following agreement [indication of the agreement] concluded on [conclusion date].*

*signature of the consumer(s)**

*(*required solely in case of a hardcopy)*