

TERMS OF SERVICE

Terms of Service for SIMLAB ID and Additional Services

I. General provisions.

1. These Terms of Service (ToS) specify the terms and conditions of using SIMLAB ID Service and Additional Services provided by SIMLAB Sp. z o.o.
2. These ToS have been drawn up on the basis of legal provisions in force in the Republic of Poland and they govern the terms and conditions of using the SIMLAB ID Website located at the Internet address: <https://simlab.pl> and Additional Services available on the Website.
3. The ToS define the rights and obligations of the Website Users, as well as the rights, duties and responsibilities of the Administrator as the Website manager and providing the SIMLAB ID Service and Additional Services to the Users.
4. The ToS constitute a work within the meaning of the Polish Act on Copyright and Related Rights, they use the protection specified therein, and may not be distributed or used by other entities without the consent of SIMLAB Sp. z o.o. expressed in writing, under pain of nullity.
5. The ToS and the Privacy Policy, available in .pdf format, are posted on the Website by the Administrator. Every potential Website User may download these ToS, store them in computer's internal memory and print them.
6. Every potential Website User, at the time of registration, is required to acknowledge the contents of the ToS and may proceed following his/her consent and approval of all the provisions.

II. Definitions.

The capitalized terms used in these ToS have the following meaning:

1. Service Provider/Administrator - SIMLAB Sp. z o.o. with its registered office at Bojkowska Street 41N, 44-100 Gliwice, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Gliwice, 10th Commercial Division of the National Court Register under the number 0000573724, with Tax Identification No. (NIP): 6312658480, Business Statistical No. (REGON): 362406411.

2. User - an adult person with full legal capacity, legal person or organizational unit without legal personality, with access to the Services.
3. Account - a pool of access data consisting of SIMLAB ID and Password, required to perform the Services.
4. SIMLAB ID - User's e-mail address used to log on to the Account and use the Services
5. Password - a string of characters protecting against unauthorized access to the Website, consisting of at least one character type of the following: uppercase letters, lowercase letters, numbers, special characters.
6. Authentication - User's identification process on the basis of SIMLAB ID and Password.
7. Website - Internet page available at <https://simlab.pl> providing for the performance of Services after the User has been authenticated.
8. Service - SIMLAB ID Service or Additional Service.
9. SIMLAB ID Service - electronic service provided through the Website by the Service Provider to the Users who, with their SIMLAB ID, may use their selected Additional Service available through the Website.
10. Additional Service - electronic service provided under these ToS by the Service Provider to the Users, other than SIMLAB ID Service. Additional Services:
 - a. The Intercom Service consisting in enabling:
 - communication of the User and third parties using the Internet via an Intercom device (streaming conversations);
 - short-term saving and viewing of the video material recorded independently by the User via an Intercom device,
 - activation of opening a gate, garage door or door using a mobile application.
 - b. The Service of Integration with external services connected to the SIMLAB system or devices within SIMLAB services, allowing the management of the system or devices and services using external systems as well as vice versa - using the SIMLAB ID Service to manage the devices connected to external systems. The list and description of currently integrated services referred to in this section can be found

at <https://simlab.pl>, and by accepting these Terms of Service the User accepts the fact that the Service Provider and the entities providing those external services may change the scope of services, thus indirectly changing the scope of the Integration Service (in particular by adding or deleting individual services).

- c. The Remote Access Service consisting in obtaining information on the activity of the devices and managing the activity using a mobile application or a website from outside the local network via the Internet. The management Service also allows to control and monitor the status of the devices which are products of other companies but are connected to the SIMLAB system using the so called plug-ins.
- d. The Marketplace Service allowing the User to share with other users proprietary applications used to integrate the devices of external providers with the SIMLAB system and to expand the basic functionalities of the SIMLAB system or of the SIMLAB devices and services. The provisions relating to the copyrights to the applications generated by the User are attached hereto as Appendix to the Terms of Service.
- e. The SIMLAB DESK Service consisting in providing customer support by the Service Provider in the scope of the operation of SIMLAB devices and services.

11. Registration - the process of setting up an Account, which results in the conclusion of an electronic services agreement for an indefinite time

12. Agreement - an agreement for electronic SIMLAB ID Service and Additional Services, implemented pursuant to these ToS, concluded upon completion of Registration,

13. Terms of Service - these ToS for providing electronic SIMLAB ID Service and Additional Services.

III Registration.

- 1. Registration in the Website is voluntary and free.
- 2. The Registration and the setting up of the Account takes place by completing the form at : <https://simlab.pl>
- 3. For one SIMLAB ID, the User may establish one Account on the Website.
- 4. The User may set up more than one Account on the Website, provided he/she uses a variety of SIMLAB IDs.

5. The User's acceptance of these ToS requires to declare that he/she:
 - a. read these ToS and accepted all their provisions,
 - b. voluntarily consents to the use of the Website and the Services,
 - c. gave accurate data in the registration form and the Account,
 - d. accepts the contents of the Privacy Policy available at <https://simlab/pl/privacy-policy>
6. Acceptance takes place by clicking on the appropriate checkboxes during the registration process. However, a failure to accept the provisions of the Terms of Service and Privacy Policy available at <https://simlab/pl/privacy-policy> will not allow the User Registration and, consequently, the use of the SIMLAB services.
7. During the registration process, in order to set up the Account, it is necessary to give, in particular, the following data in the registration form:
 - a. Password,
 - b. User's e-mail address.
8. After completing the registration form and submitting the application, the Service Provider creates a User Account. The Service Provider then sends to the User's e-mail address provided during Registration an e-mail asking for confirmation of his/her Registration. The e-mail also includes the current version of the ToS. Confirmation is done by clicking on the link included in the message body. Upon confirmation, the Registration is completed.
9. COMPLETION OF REGISTRATION IS EQUIVALENT TO THE CONCLUSION OF AN ELECTRONIC SERVICES AGREEMENT FOR AN INDEFINITE TIME WITH THE CONTENT RESULTING FROM THE TOS WITH RESPECT TO SIMLAB ID SERVICE AND ADDITIONAL SERVICES. The Agreement is concluded in English.
10. After completion of Registration, the Service Provider sends an e-mail to the address given during the registration process to confirm the conclusion of the Agreement and current version of the ToS, together with instructions on the right to withdraw from the Agreement and the relevant withdrawal form.

IV. Technical conditions for the provision of Services.

1. To use the Services, the User must have:

- a. Internet access,
 - b. properly configured web browser allowing the use of cookies,
 - c. enabled Javascript,
 - d. active and properly configured e-mail account,
 - e. in the event of using the Services with mobile devices, the requirements are determined by the information from the store (App Store, Google Play).
 - f. In some cases using service provider technology will acquire to log in to other technological partners platforms and accept their relations.
2. The use of the Services is connected with typical threats concerning the use of the Internet and related to data transfer. The Service Provider applies the techniques customarily applied by the market with consideration to the nature of the Service, in order to ensure the User secure use of the Services, in particular in a manner preventing access of unauthorised persons to the content related to the Services, including in particular appropriate cryptographic services.
3. The User is fully responsible for the security of digital content in the scope of measures that may be taken solely by the User and are customarily applied due to the nature of the Services which are used by the User, including in particular the use of anti-virus software and the use of unique passwords with a high degree of complexity and taking all reasonable measures to ensure the confidentiality of these passwords. The User should ensure that the environment in which the SIMLAB system functions is updated. Failure to update may cause inconsistencies between the current software of the Service Provider and the User's software.
4. The Service Provider/Administrator informs and the User acknowledges that third party devices may not have the technical ability to communicate with the Home Center central device in a secure manner, i.e. in particular using cryptographic technologies. The User selects the devices at his/her own risk and bears full and sole responsibility for the consequences of possible absence of the above security measures, including in particular the consequences of a failure to fulfil the obligation of the protection of personal data and other information whose protection is required by law. Service provides is not responsible for technical errors of other technology partners.
5. The Service Provider/Administrator informs and the User acknowledges that there is no technological capability, and no measures will be taken to obtain such capability, of analysing content of data streams which is sent by the Service Provider's/Administrator's devices to the

mobile application installed on the User's mobile device. The user is the administrator of the data. Full and sole responsibility for the use of the Services to transfer illegal content, in particular the content violating third party rights, personal rights or copyrights rests with the User.

6. The User undertakes not to use the Services to record, store and transfer content and to process personal data unlawfully.
7. The User bears full responsibility for his/her actions and omissions related to the use of the Website and Services, in particular may be held liable for damages to the Service Provider or other Users.

V. Fees to third parties.

Registration and use of Services may require to pay fees to third parties, such as mobile operators, Internet service providers or others. The Service Provider is not liable for third party fees imposed on the User. By accepting the ToS, the User agrees to bear an independent liability for payments to third parties.

VI. Rights and obligations of the User.

1. The User agrees to use the Services in accordance with the ToS and the applicable law. In particular, the User is prohibited from:
 - a. sharing SIMLAB ID and Account Password with a third party;
 - b. using Services in a manner that causes disruption of computer and telecommunications systems of the Service Provider and/or third parties, in particular, to carry out DDoS attacks (distributed denial of service);
 - c. placing in the Service any content that, in particular:
 - is abusive, defamatory or violates personal rights of others,
 - calls for hatred, racism, xenophobia and conflicts between nations and religions,
 - violates or encourages the violation of copyrights or other intellectual property rights, including through the provision of information or material which may serve to violate copyrights or other intellectual property rights,

- violates or encourages the violation of industrial property rights, including through the provision of information or material which may serve to violate industrial property rights,
 - violates the principles of fair competition and good trade manners,
 - constitutes a business secret of third parties;
- d. sending unsolicited commercial information;
 - e. sharing files or hyperlinks to the files with the content specified in subparagraph c) above;
 - f. sharing harmful content, including computer viruses or other files of similar effect;
 - g. using the Website contrary to its purpose and proper operation requirements;
 - h. transferring to a third party all or some of Agreement-related rights and obligations without the consent of the Service Provider;
 - i. attempting to access through the Website other services provided by the Service Provider or third parties in a manner that is unlawful or contrary to their terms of service.
2. In addition, the User must not act in any way that may result in material injury to the Service Provider or to third parties, in particular to:
 - a. create on the basis of the Website and Services any derivative works under the Act on Copyright and Related Rights, or other works that can be considered derivatives of the Website or Services;
 - b. copy, in part or in whole, the Website or the Services;
 - c. attempt any reverse engineering in relation to the Website or the Services;
 - d. attempt to remove from the Website any information about the rights of ownership and intellectual property rights of the Service Provider or third parties;
 - e. use the Website or the Services to create a competitive website or services;
 - f. copy any of the functionality or graphics of the Website or the Services.
 3. The user agrees to the storage and processing of his personal data in accordance with the GDPR, i.e. the Regulation of the European Parliament and of the Council (EU) 106/679 of 27/04/2016.
 4. By using the Service provider's technology, the user accepts the price list on the website www.simlab.pl/pricelist , which is an integral part of these terms and conditions.

VII. Rights and obligations of the Service Provider.

1. The Service Provider undertakes to use any reasonable and commercially justified efforts to ensure the availability of Services 24 hours a day, 7 days a week, except in the following cases:
 - a. any planned interruptions in the provision of SIMLAB ID Service lasting less than 15 minutes, no more than once per 24 hours (Service Provider will try to inform about planned interruptions in SIMLAB ID Service minimum 24 hours in advance, by placing the relevant message on the Website),
 - b. any planned interruptions in the provision of SIMLAB ID Service lasting more than 15 minutes (Service Provider will try to inform about planned interruptions in SIMLAB ID Service minimum 48 hours in advance, by placing the relevant message on the Website),
 - c. any planned interruptions in the provision of Additional Services, under the conditions specified herein,
 - d. any interruptions in the provision of Services caused by circumstances beyond the Service Provider's control, in particular:
 - force majeure, including acts of state authorities, flood, fire, earthquake, riots, acts of terrorism, strikes and other labour-related situations, except for the circumstances relating to the Service Provider's employees),
 - interruptions in the Service Provider's access to the Internet;
 - hacker attacks,
 - interruptions in or cessation of the provision of services to the Service Provider by third parties, which services are necessary for the provision of SIMLAB ID Service.
2. Interruptions in SIMLAB ID Service may mean a break in the functioning of Additional Services.
3. As part of the Service, the Service Provider does not guarantee that:
 - a. problems will not occur related to the implementation of the Agreement arising from non-performance or ill-performance of telecommunications services provided to the User by his/her service provider resulting in the inability to use the Services, from the termination or expiration of the agreement under which the service provider

- performed telecommunications services for the User and from improper operation of the Internet or improper use of the network by the User,
- b. other Users, in violation of the Terms of Service and the Agreement, will not transfer content that is illegal or not compliant with the Terms of Service; in relation to this content the Service Provider is not liable under general terms set out in Article 14 of the act on the provision of electronic services and asks the Users to promptly notify the Service Provider in a credible manner of such instances of violations of the Terms of Service, The Service Provider recommends to contact via email: service@simlab.pl
 - c. all devices used by the User in connection with the use of the Services will always be compatible with the SIMLAB system, in particular when the User uses the devices manufactured by external companies;
 - d. if the User violates the Terms of Service, he/she will be able to use the services undisturbed.
4. The Service Provider takes measures aimed at continuous development and improvement of the provided Services and in this scope informs the users that it is highly probable that it will:
- a. add new, modify and delete the existing Additional Services;
 - b. change the scope of the available Additional Services;
 - c. will require the Users to define new Passwords to the Account in order to verify the security measures;
 - d. suspend the provision of the Services to the User for a period of 14 days if the Service Provider determines that the User violated the provisions of the Terms of Service in order to enable the User to clarify the matter.
5. The Service Provider informs the User of taking the measures referred to in section 4 above by e-mail to the address indicated during Registration.

VIII. Duration of the Agreement.

1. The Service Provider has the right to terminate the Agreement upon 14-days' notice for important reasons, in particular in the case of gross violation of the provisions of these Terms of Service and in the case of repeated violation of the provisions of these Terms of Service by the User if a year has passed since the last login of the User to the SIMLAB ID Service and in the case when the provision of the SIMLAB ID service is terminated in relation to all its users. The Service Provider files a declaration of termination of the Agreement via e-mail to the e-mail address indicated by the User during Registration. However, in the event of termination

of the provision of services SIMLAB ID for the benefit of all its users, termination may take place by placing an appropriate message on the login page to the Website.

2. The User may terminate the use of SIMLAB ID Service (terminate the Agreement) at any time and for any reason. Termination takes place with a declaration served to the Service Provider in writing or electronically at support@simlab.pl
3. TERMINATION OF THE AGREEMENT TO PROVIDE SIMLAB ID SERVICE MEANS THE USER WILL NO LONGER BE ABLE TO USE SIMLAB ID SERVICE AND ADDITIONAL SERVICES.
4. After termination of the Agreement to provide SIMLAB ID Service is effectively terminated, the Service Provider permanently removes from its system the User's Account and all his/her personal information WITHOUT THE POSSIBILITY TO RECOVER THEM IN FUTURE, unless otherwise stated in mandatory provisions of law or in Privacy Policy.

IX. Limitation of Liability of the Service Provider.

1. THE PROVISIONS BELOW DO NOT APPLY TO THE USERS WHO ARE CONSUMERS WITHIN THE MEANING OF ARTICLE 22¹ OF THE POLISH CIVIL CODE.
2. THE SERVICE PROVIDER'S LIABILITY FOR ANY DAMAGE CAUSED BY FAILURE TO PERFORM OF NEGLIGENT PERFORMANCE OF THE AGREEMENT IS LIMITED TO DAMAGE RESULTING FROM WILFUL MISCONDUCT. ANY OTHER LIABILITY OF THE SERVICE PROVIDER IS HEREBY EXCLUDED.
3. LIABILITY OF THE SERVICE PROVIDER UNDER STATUTORY WARRANTY FOR DEFECTS OF THE WEBSITE AND SERVICES IS HEREBY EXCLUDED.
4. TO THE EXTENT ALLOWED BY APPLICABLE REGULATIONS ON THE LIMITATION OF LIABILITY, THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR:
 - a. ANY DAMAGE SUFFERED BY THE USER IN CONNECTION WITH OR DUE TO CONCLUSION, NON-CONCLUSION, IMPLEMENTATION, NON-IMPLEMENTATION, DEFECTIVE PERFORMANCE AND TERMINATION OF THE AGREEMENT, CAUSED TO THE USER DIRECTLY OR IN CONSEQUENCE OF DAMAGE CAUSED TO A THIRD PARTY, FOR WHICH THE USER IS RESPONSIBLE,

- b. ANY DAMAGE IN CONNECTION WITH THE USE OR FAULTY PERFORMANCE OF THE WEBSITE OR SERVICES,
 - c. ANY DAMAGE DUE TO LOSS OF USE OF THE WEBSITE OR SERVICES,
 - d. ANY DAMAGE DUE TO LOST PROFITS (LUCRUM CESSANS),
 - e. ANY DAMAGE CAUSED TO THE USER BY LOSS OF DATA, DESTRUCTION OR FAILURE OF EQUIPMENT,
 - f. ANY DAMAGE RELATED TO POSSIBLE VIOLATION OF COPYRIGHTS AND INDUSTRIAL PROPERTY RIGHTS OF THIRD PARTIES TO THE WEBSITE OR SERVICES, INCLUDING ANY DAMAGE RELATED TO CLAIM OF THIRD PARTIES AGAINST THE USER FOR ANY BREACH OF COPYRIGHTS OR INDUSTRIAL PROPERTY RIGHTS.
5. PROVISIONS OF SECTIONS FROM 2 TO 4 APPLY TO ANY BASIS OF LIABILITY, INCLUDING LIABILITY FOR TORT.

X. Guarantees.

THE SERVICE PROVIDER GRANTS NO EXPRESS OR IMPLIED GUARANTEES WITH RESPECT TO THE WEBSITE OR SERVICES. IN PARTICULAR, THE SERVICE PROVIDER DOES NOT WARRANT TO THE USER THAT THE USE OF THE WEBSITE OR SERVICES WILL BRING HIM/HER ANY BENEFITS.

XI. The User's personal data, their protection and processing.

1. The Service Provider is the administrator of the User's personal data necessary to implement the Agreement. The data are processed by the Service Provider for the purposes of concluding and performing the Agreement, including the provision of adequate quality Services, monitoring and verification of the Agreement correctness – for the duration of the Agreement and the settlements after its termination (the legal basis is Article 6 paragraph 1 letter b of GDPR). The Service Provider processes the Users' personal data also for the purposes and in the scope set out in the Privacy Policy which may be found at <https://simlab.pl/privacy-policy> and is available for download in the current version in the *.pdf format.
2. However, the Service Provider is not the Administrator of personal data processed by the Users on the devices or in the SIMLAB system. It is the User who decides on the processing scope and for the processing purposes of those data, in particular does not take decisions as to the scope of sharing the data and their possible storage or deletion. In this scope the Service Provider processes the data at the request of the User as his/her processor (the processing entity) and undertakes to:

- a. ensure that persons authorized to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - b. implement appropriate technical and organisational measures to ensure the level of security corresponding to the risk of violating the rights and freedoms of natural persons and other measures required under Article 32 of GDPR;
 - c. taking into account the nature of the processing, assist the administrator by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the obligation to respond to requests for exercising the data subject's rights referred to in Chapter II of GDPR.
 - d. taking into account the nature of processing and the information available to it, assist the administrator in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR.
 - e. upon termination of the provision of the services related to processing, at the choice of the administrator delete or return all the personal data to and delete all the existing copies unless European Union or Member State law requires storage of the personal data;
 - f. provide all the information necessary for the administrator to demonstrate the fulfilment of the obligations defined in this article and enable the administrator or an auditor authorised by the administrator to carry out audits, including inspections, and to contribute to them, on the conditions (in particular in the scope and definitions) agreed on with the Service Provider.
3. The User agrees for the Service Provider to use the services of other entities that are its Trusted Partners in the scope of entrusting them the data for processing. The list of Trusted Partners is published at <https://simlab.pl/partners> and constantly updated. The User may oppose further entrusting of the data by the Service Provider to the Service Provider's Trusted Partner. In this case he/she must be aware that this may result in the inability to provide the Services or even in the termination of the Agreement, due to the fact that the Trusted Partners and their activity may be necessary to implement the Agreement on the Service Provider's part.
4. In the scope not covered by these Terms of Service, the rules for processing the Users' personal data and protecting their privacy are defined in the document „Privacy policy” – available at <https://simlab.pl/privacy-policy>

5. The Privacy Policy contains complete information required by GDPR. The User should familiarise himself/herself with it and accept it before concluding and commencing to implement the Agreement.

XII. Complaints.

1. Any complaints about Services should be made by phone at +4800000000 or electronically at support@simlab.pl
2. The Service Provider will examine the complaint within 14 (fourteen) days from the date of its receipt.
3. The response to the complaint will be sent to the e-mail address of the User submitted the complaint provided during Registration.
4. In order to handle the complaint, the User may be asked by the Service Provider's employee to provide the following information:
 - a. e-mail address
 - b. name
 - c. phone number
 - d. serial numbers of devices related to the Service subject to complaint

XIII. Termination of Agreement

1. The User who is a consumer has the right to withdraw from the Agreement.
2. The User may, without stating the reasons, make a statement of withdrawal from the Agreement within 14 days after Registration.
3. In order to withdraw from the Agreement, the User may use the form available at <http://www.simlap.pl/en/files/withdrawal.pdf> but it is not mandatory.
4. To keep the deadline to withdraw from the Agreement, the User must send information on exercising the right of withdrawal, by registered mail, to the address of the Service Provider or electronically to support@simlab.pl

5. In case of withdrawal from the Agreement, the Service Provider immediately deletes the Account and all personal information of the User from its system and personal data file, unless otherwise stated in mandatory provisions of law.
6. To avoid any doubt it is pointed out that the withdrawal from the Agreement prevents the use of SIMLAB ID Service and all Additional Services.

XIV. Final provisions.

1. These ToS are governed by the Polish law, particularly the Act on Electronic Services and the Act on the Protection of Personal Data, unless applicable regulations require to apply another law, in particular the law applicable to the User's address or registered office.
2. The competent court for disputes arising from the Agreement is the common court having the territorial jurisdiction on the Service Provider's registered office. Disputes with Users being consumers shall be settled by common courts having the subject matter jurisdiction determined in the law regulations. The User being a consumer may use the out-of-court way of processing complaints and pursue claims in the Permanent Business Arbitration Court under the Voivodeship Inspectorate of Trade Inspection in Warsaw. Information about the way of access to the above mentioned mode and procedures of settling disputes is available on <https://uokik.gov.pl> in the „Rozstrzyganie sporów konsumenckich” section.
3. Attachments to these ToS relating to Additional Services are an integral part hereof.
4. The Service Provider reserves the right to amend these ToS for the following reasons:
 - a. changes in law resulting in specific provision of the ToS to be contrary to the mandatory provision of law,
 - b. availability of new Additional Services, changes in or removal of already available Additional Services, or changes in their functionality when these circumstances result in the need to introduce changes hereto,
 - c. the need to adjust the ToS to the needs and expectations of Users.
5. Information about any upcoming change in the ToS will be posted at least 14 days before its entry into force on the Website home page and when logging on to the Services in a special window, with a request to accept the changes. If the User fails to accept the changes to the ToS, then on the date of their entry into force he/she will no longer be able to use the Services.

The User's Account will remain inactive until the User accepts the current version of the ToS or until the User deletes his/her Account in accordance with section VII.4 hereof.

6. The ToS are made available free of charge under the link: <https://simlab.pl/terms-of-service> in a form that allows their downloading, saving and printing. Moreover, the ToS are available in printed form at SIMLAB Sp. z o.o., Bojkowska Street 37P, 44-100 Gliwice, Poland.
7. The ToS come into force on 25/5/2021.