

## TERMS OF USE OF THE LED-POL SMART MOBILE APPLICATION

### §1 Definitions

The terms used in the Terms of Use of the LED-POL SMART Mobile Application will have the following meaning:

- Terms of Use - these Terms of Use of the LED-POL SMART Mobile Application, available in the Application and in the public domain on the Internet at [www.led-pol.com](http://www.led-pol.com) in a form that allows for printing and storage
- Application – the software for a mobile device named LED-POL SMART, used to provide electronic services, provided by the Service Provider
- LED-POL – Led-Pol sp. z o.o. sp. k., with its registered office in Bielsko-Biała (43-300), at ul. Kustronia 40, National Court Register No. (KRS): 0000443817, Tax Identification No. (NIP): 547-214-50-33, Statistical No. (REGON): 243126224, Waste Database No. (BDO): 000020457
- Service Provider – LED-POL
- Consumer - a natural person who performs a legal transaction with the Service Provider not directly related to its business or professional activity, within the meaning of Art. 221 of the Civil Code
- User - a natural person over 18 years of age using the services provided by the Service Provider electronically
- Account – the account created by the User and kept by LED-POL in its IT system, available to the User after logging in to the Application, in which the data provided by the User is gathered and by means of which the User can use the functionalities offered by the Application
- Registration Form - a form available in the Application that enables the creation of the Account
- Password - a string of alphanumeric characters necessary to identify the User when accessing the Account, set independently by the User during the Account registration process, consisting of at least 8 characters, including a symbol, number, uppercase letter and lowercase letter
- Agreement for the Provision of Electronic Services - an agreement concluded between the User and LED-POL on the terms specified in the Agreement and the Terms of Use
- Mobile Device - a portable device allowing for processing, receiving and sending data without the need to maintain a wired Internet connection, such as a mobile phone, tablet or smartphone
- LED-POL SMART devices - smart lighting devices
- Services - the functionalities of the Application provided electronically



- Force Majeure - an external event independent of the parties to the legal relationship, the occurrence of which the party affected by Force Majeure could not reasonably foresee and the occurrence of which could not be prevented, and which prevents this party from permanently or temporarily exercising its rights or obligations, in particular on the basis of a given legal relationship.

## §2 General Provisions

The Terms of Use define the rules of using the Application by Users.

## §3 Contact Details

3.1 Contact details of the Service Provider:

address: Led-Pol sp.z o.o. sp.k., ul. Kustronia 40, 43-300 Bielsko-Biała

e-mail address: [biuro@led-pol.pl](mailto:biuro@led-pol.pl)

phone number: +48 33 822 63 00

3.2 The User may communicate with the Service Provider using the addresses and phone numbers provided in para. 3.1. above.

## §4 Technical conditions for using the Application and the Services

4.1 In order to use the Application, it must be downloaded from stores dedicated to the operating systems of Mobile Devices, i.e. Google Play or App Store, by searching for the application named "LED-POL SMART".

4.2 The application may be downloaded to Mobile Devices with Internet access, operating on the basis of the Android (version 5.0 up) or IOS (version 10.0 up) operating system

4.3 The following are necessary to use the Services:

- a router with Internet access .....
- An end Mobile Device with access to the Internet, allowing for downloading and using the Application
- an active e-mail account (e-mail) in the case of creating an Account.

4.4 In addition, depending on the functionality of the Application that the User wants to use, it is also necessary to have an appropriate Device from the LED-POL SMART series.

4.5 Downloading the Application and using its functionalities requires constant data transmission from the User's Mobile Device. The User bears the costs of data transmission fees. Their amount depends on the frequency of using the Application and its functionalities.

4.6 In the event that Led-Pol publishes an update to the Application, the User should update the Application by downloading it and installing on a Mobile Device. The Application may not function properly without the update.



## §5 General Information

5.1 Using the Application is free of charge and voluntary.

5.2 The Application may only be used for non-commercial purposes.

5.3 The User must:

- use the Application in accordance with its intended purpose,
- refrain from any activity that could disturb its proper functioning, which should be understood in particular as:
  - interfering with the use of the Application by other Users, including preventing its use,
  - interfering with the content or technical nature of the Application.

5.4. In the event that the Application does not work properly, or errors or technical problems appear, the User should report such a fact to the Service Provider. The Service Provider will immediately attempt to restore the proper functioning of the Application by providing relevant updates.

## §6 Creating an Account in the Application

6.1 Using the Application requires creating an Account.

6.2 Creating an Account is free of charge and requires registration and prior installation of the Application on a Mobile Device. Registration consists of the following steps:

- filling in the Registration Form in the Application available after clicking on the "Register" icon
- providing an e-mail address, country and Account Password
- accepting the Agreement for the Provision of Services, the Terms of Use and the Privacy Policy by selecting the appropriate selection box
- clicking on the "Register" icon.

6.3 As a result of proper registration, the Service Provider creates an Account for the User.

6.4 After registration, the User has the option to manage their preferences, including the type of services they want to use, as well as marketing preferences by consenting to marketing contact via e-mail, text message or telephone. In the event of consent, the User provides an e-mail address or telephone number, respectively. Expressing consent is voluntary.

6.5 The account is available after logging in. The login is the e-mail address provided by the User during registration. Logging in takes place by entering the login and password after clicking on the "Log in" icon.

6.6 In the event that the User forgets the login password, they can use the "I have forgotten my password" icon – they will be then asked to enter the e-mail address that was provided during registration in order to receive a link to reset the password.



6.7 The User is not allowed to use other people's Accounts and make their Account available to unauthorized persons. Led-Pol is not responsible for activities performed by unauthorized persons and falling within the scope of Account management.

6.8 The User may only be an adult natural person with full legal capacity.

6.9. Registration of the Account and submission on behalf of and for the benefit of the User of any declarations of will and knowledge in electronic form may only be made by a duly authorized natural person with full legal capacity.

6.10 Upon the creation of the Account between the Service Provider and the User, an Agreement for the Provision of Electronic Services is concluded on the terms specified in the Terms of Use and the Service Agreement. The Agreement for the Provision of Electronic Services is concluded for an indefinite period.

6.11 The User is required to update all data on their Account each time the data is changed.

6.12 The User has the right to terminate the use of the Application at any time and without giving any reason by deleting the Account. Deleting the Account, which also constitutes the termination of the Agreement for the Provision of Electronic Services, requires sending a request to delete the Account from the e-mail address provided by the Customer to the Service Provider's e-mail address provided in para. 3.1. above or in writing to the address given in the said paragraph. The request to delete the Account is tantamount to the termination of the Agreement for the Provision of Electronic Services. The notice period ends on 7 days after the send delete request.

6.13 Apart from the cases described in the Service Agreement, Led-Pol has the right to terminate the Agreement for the Provision of Electronic Services concluded with the User with a 14-day notice period for important reasons, in particular due to:

- use of the Application by the User in a manner contrary to the law,
- use of the Application by the User in a manner contrary to the Terms of Use,
- providing false data when creating the Account.

The termination will take place by sending a statement to the e-mail address provided in the Account registration process. At the end of the notice period, Led-Pol will delete the Account.

## **§7 Application Services**

7.1 Led-Pol provides Users with electronic services enabling remote control of lighting at home.

7.2 Furthermore, Led-Pol, at the User's request, provides the possibility of using additional functions based on information about the location, camera or microphone, and enabling access to and transfer of photos / videos based on photo albums (photo library/movie library).

7.3 In order to start using the Services, the User must register the Led-Pol Smart Device by clicking the "Add" button in the Application or, if the device is not found, the "Add device manually" button and entering the 8-character device number.



7.4 In order to use individual Services, the User must add additional LED-POL SMART Devices. After adding and pairing the device, the User can start the configuration, add the device to a given room in the house or apartment or add it the favourites and start remote control using the Application.

7.5 The Application also allows the User to add rooms in the apartment or house and to use functions such as a schedule timer,

7.6 The Application also allows the User to make changes to the Account or manage marketing preferences.

7.7 The application requires the location of the LED-POL SMART device to be set. Location settings are made by entering the address by the User or searching for the location of the Mobile Device by clicking "Update", which, however, requires access to the geolocation data of the Mobile Device, for which the User agrees by confirm on your mobile phone.

### **§8 Rights to the Application**

8.1 Upon downloading the Application to a Mobile Device, the Service Provider grants the User a non-exclusive license to use the Application.

8.2 All content published in the Application, including in particular trademarks, photos and descriptions, are protected by law.

8.3 The use of the Application does not constitute the acquisition of any rights to it. It is forbidden to copy, distribute, use or modify any content contained in the Application.

### **§9 Liability**

9.1 Led-Pol exercises ongoing supervision over the technical functioning of the Application posted in the Google Play store and the App Store. However, the Service Provider does not guarantee the uninterrupted availability of all Application Services.

9.2 Led-Pol shall not be liable for limitations or technical problems of Mobile Devices on which the Application has been installed, a temporary lack of access to the Application or its individual Services, the lack of or limitations in access to the wireless network, failure or malfunction of devices connected to the Application, disruptions, including interruptions in the functioning of the Application caused by Force Majeure, actions of third parties or incompatibility of the Application with the User's technical infrastructure.

9.3 The User uses the Application voluntarily, at their own risk. The Service Provider's liability for any damage arising in connection with the use of the Application, and in particular with its malfunctioning, is excluded to the fullest extent permitted by law.

9.4 The Service Provider is not liable for the consequences of the User's decisions made on the basis of information from the Application.



## §10 Protection of Personal Data

The Service Provider processes the User's personal data on the basis of applicable law and the Privacy Policy contained in the Application.

### §11 Rights and Obligations of the User

11.1 The User is required to use the Application pursuant to applicable law, the provisions of the Terms of Use, the Service Agreement and the rules of social coexistence.

11.2 The User is solely responsible for any damage caused as a result of their behaviour inconsistent with para. 11.1 of the Terms of Use.

## §12 Complaints regarding the Provision of Electronic Services

12.1 Complaints related to the provision of electronic services by the Service Provider may be submitted in writing or by e-mail to the Service Provider's addresses indicated in para. 3.1. of the Terms of Use.

12.2 The complaint should include:

- a description of the subject of the complaint, in particular the type, circumstances and date of the irregularity
- contact details of the person submitting the complaint.

12.3 The Service Provider will consider the submitted complaint immediately, but not later than within 14 days from the date of its submission. The response to the complaint will be sent via the same means of communication as it was submitted.





### §13 Consumer Rights

13.1 The User who is a Consumer has the right to withdraw from the Agreement for the Provision of Electronic Services within 14 days of its conclusion without giving any reason.

13.2 In order to effectively withdraw from the Agreement for the Provision of Electronic Services, a statement of withdrawal should be sent to the Service Provider by post or to the e-mail address indicated in para. 3.1 before the expiry of the above deadline. The consumer may use the withdrawal form (<https://www.uokik.gov.pl/download.php?id=1216>), but it is not obligatory.

13.3 In the event of withdrawal from the Agreement for the Provision of Electronic Services, the User loses the right to use the Account, and the said Agreement is considered void.

13.4 The User who is a Consumer has the right to use extrajudicial means of dealing with complaints and redress. Detailed information on the possibility for the Consumer to use such extrajudicial means as well as the rules of access to these procedures are available at the offices and on the websites of the Poviats (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodeship Trade Inspectorates and at the following internet addresses of the Office of Competition and Consumer Protection:

[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php)

[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php)

[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)

### §14 Final Provisions

14.1 The Service Provider reserves the right to change the provisions of the Terms of Use. In the event of such changes, the Service Provider will include the uniform text of the Terms of Use in the Application, which is tantamount to introducing information about the change to the means of electronic communication in such a way that the User can read its content. The User will be informed about the change in the Terms of Use by means of an appropriate notification in the Application. The change to the Terms of Use comes into force 14 days after notification. The User has the right to terminate the Agreement for the Provision of Electronic Services within 14 days from the date of notification of the change to the Terms of Use by submitting a statement pursuant to para. 6.12.

14.2 All matters not covered by these Terms of Use will be governed by the provisions of Polish law.

