

Service Agreement with Led-Pol sp. z o.o. sp.k., with its registered office in Bielsko-Biala (43-300), ul. Kustronia 40, National Court Register Number (KRS): 0000443817, Tax Identification Number (NIP): 547-214-50-33, Statistical Number (REGON): 243126224, Waste Database Number (BDO): 000020457 (hereinafter: Led-Pol)

Welcome to Led-Pol!

Before accepting the Agreement, you must carefully read all of its content and fully understand its terms and conditions, in particular the restrictive clauses or exceptions, which are shown in bold or highlighted in other forms to catch your attention. In case of any doubts regarding the terms of the Agreement, please contact the appropriate business department of Led-Pol. In order to use the service, you must read and accept all the terms of the Agreement, other relevant agreements, regulations, etc. After selecting the "accept and submit the Agreement" option (detailed wording can be found on the registration page) and completing the registration procedure, or after using the service in any form, it is considered that you have read and accepted the restrictions contained in the Agreement and the above-mentioned rules. In the event of a violation of the provisions of the Agreement, Led-Pol has the right to unilaterally limit, suspend or terminate the provision of the service to you as well as the right to examine your liability.

The agreement for the provision of services (hereinafter referred to as the "Agreement") is signed by the User and Led-Pol. It includes (but is not limited to) the Led-Pol Privacy Policy and other content. In the event of a change, Led-Pol will announce it using the licensed software by sending a message without additional notification. Upon announcement, the revised agreement and rules become part of the Agreement automatically, without further notifying the User for consent. If you object to such significant changes, you must stop using the Led-Pol service; if you continue to use it, it will mean that you have no objections and agree to comply with such changed rules.

I. Definitions

- 1.1 Licensed software refers to the software system developed by Led-Pol, downloaded, installed and used in specific mobile terminals of the system.
- 1.2. Services relate to the services provided to the User by Led-Pol and its suppliers. Such services may be used in a portable terminal with the licensed software.

II. The Service

2.1 Led-Pol offers intelligent device management services, which you can use to access intelligent terminals on Led-Pol and the intelligent supplier platform via Led-Pol Control as well as implement connections between intelligent devices. The content of the service includes the management of intelligent equipment, the creation of linkages between scenes, analysis reports, etc. These functions may be optimized or modified depending on changes in user requirements or the evaluation of the service provider, and the provision of the service may be suspended due to regular or irregular maintenance.



III. Scope of the Service

- 3.1 Led-Pol grants you the right to use a product based on this software.
- 3.2 It is forbidden to license, sell, lease, transfer or release the product in any form and use the product for other commercial purposes. Due to limitations in the adaptive platform of the software and the terminals, the licensed software may only be used on the authorized system platform and terminal; Installing the licensed software on another end device may damage the hardware or the functionality of the software.
- 3.3 You acknowledge that the licensed software may only be used for non-commercial purposes, and the installation, use and running of the licensed software is prohibited. If such commercial activity is necessary, prior written authorization and permission must be obtained from Led-Pol.
- 3.4 Led-Pol and its suppliers may change, update, or transfer the licensed software or its specific features from time to time as well as add new features or services to the licensed software system. If the new features or services are not accompanied by separate agreements, the Licensee is entitled to such relevant features and services, which are also subject to the terms of the Agreement.
- 3.5 The Licensee is responsible for the accuracy, reliability, integrity, and legality of the data entered and the legality of how the data are obtained. The Licensee is also required to periodically back up their data and information. The User is entirely responsible for any damage or loss of such information.
- 3.6 The User must properly store the account number and password. In the event of any security breach in your account (including, but not limited to, disclosure of the User's password), you must notify Led-Pol in a timely manner and Led-Pol will assist you in taking the appropriate measures. Otherwise, all behaviour related to the User's account is assumed by the User, who bears all liability.

IV. Third Party

- 4.1 The User acknowledges that certain services of Led-Pol and its suppliers are based on software or services provided by third parties. This service is intended to facilitate the use of the application and the necessary legal authorization has been obtained from a third party.
- 4.2 The product contains certain third-party information and services. Led-Pol and its suppliers do not control and are not responsible for information and services provided by third parties.
- 4.3 The User acknowledges that Led-Pol and its suppliers cannot guarantee that the licensed software always uses or includes such services, or that other software provided by the same third party will be used in the future. Likewise, it may use similar services provided by another third party. Upon use, the above-mentioned relevant software or services are subject to this Agreement.



V. Service Application Standard

5.1 The licensed software must be used in a proper way. The following methods will constitute a violation of the standard of use:

- 1) Sending or sharing computer viruses, worms, malicious code, or software that intentionally damages or modifies a computer system or data;
- 2) Unauthorized collection of other users' information or data, e.g. email address, etc.
- 3) Malicious use of the product in an automatic manner, causing excessive load on the server, or disrupting or damaging the Internet server and network connections in other forms.
- 4) Attempt to access server data or product communication data without authorization;
- 5) Disrupting or damaging the production application by other users.

5.2 The User understands and agrees that:

- 1) Led-Pol will determine whether there has been a violation of the above standards and suspend or revoke the license to use the application depending on the results of this determination or take other actions pursuant to the Agreement.
- 2) Led-Pol will directly remove information that violates the law, the rights of others, or the terms of the Agreement issued by you when using the licensed software.
- 3) In the event when a third party suffers damage due to the User's violation of the application standards, the User will independently bear legal liability on their behalf and indemnify Led-Pol against any losses or additional costs on this account. Otherwise, Led-Pol has the right to claim compensation.
- 4) In the event that Led-Pol and its suppliers suffer any losses due to the User's violation of the relevant legal provisions or the Agreement, the User is required to compensate Led-Pol and its suppliers for the losses and/or costs incurred on this account.

VI. Information Content Standards

6.1 You promise that you will not commit any illegal or inappropriate acts while using the service, such acts and behaviour including (but not limited to):

6.1.1 Uploading, sending, or sharing information containing any of the following content:

- 1) content and symbols contrary to the law,
- 2) content and symbols violating the rights of third parties, as well as the Organizer, in particular those violating intellectual property rights or personal rights of third parties, the Organizer or the Principal,
- 3) obscene or pornographic content,
- 4) content and symbols promoting violence or discrimination, calling to racial, religious, or ethnic hatred, socially recognized as offensive, or vulgar,
- 5) content promoting products that compete with Promotional Products,
- 6) personal data or images of others, to the extent that is contrary to the law; in particular, it is not allowed to use someone else's name and surname to impersonate a specific person.
- 7) other content restricted or prohibited by applicable law, rules, regulations, provisions, and other legal norms.

VII. Privacy Policy and Personal Data

7.1 The protection of your personal data is extremely important to Led-Pol. Led-Pol prepares the Privacy Policy, which discloses content related to the ownership and protection of intellectual property as well as collecting, using, sharing, storing, protecting, etc., user information. We encourage you to carefully read our Privacy Policy.



VIII. Special Clauses

8.1 Unless the law and regulations provide otherwise, Led-Pol will make every effort to ensure the security, validity, accuracy, and reliability of the licensed software as well as related technologies and information, however, Led-Pol is not able to guarantee this due to limitations resulting from currently available technologies.

8.2 The User acknowledges that Led-Pol is not responsible for direct or indirect losses caused by force majeure or third-party default.

8.3 The Licensee is responsible for personnel injuries and accidental or indirect injury caused by or related to any of the following events:

- 1) Using the licensed software by a third party or changing user data without their consent;
- 2) Expenses and losses arising from the use of licensed software;
- 3) Misunderstanding of the licensed software by the User;
- 4) Other losses related to the licensed software due to reasons beyond the control of Led-Pol.

8.4 Any other derivative licensed software that has not been developed and made available by Led-Pol or that Led-Pol has not agreed to develop and share is illegal. Downloading, installing, and using such software may pose unpredictable risks. Led-Pol is free from legal liability and disputes on this account and has the right to suspend or terminate the license to use the application and/or other services.

8.5 The User has been informed that the use of Led-Pol's intelligent platform and its provider is associated with the use of Internet services, which may be affected by unstable factors on all connections. Although Led-Pol has taken security measures, the service may be suspended, terminated, or delayed, and application limitation or failure may occur due to inherent defects of the Internet and electronic communication as well as factors beyond the reasonable control of either party to the Agreement (including fire, flood, terrorist attack, plague, natural disaster, riots, terminal virus, hacker attack, network failure, and terminal failure). The User hereby agrees to bear the above risk and agrees that Led-Pol shall not be liable if the occurrence of the above risks affects the normal functioning of the services.



IX. Termination and Violation of the Agreement

9.1 The User should understand that when using the services of Led-Pol, they must use the licensed software in accordance with the scope of rights, respect the intellectual property of the software and the content it includes, and perform their duties under the Agreement. Led-Pol will terminate the application license if the User materially violates the provisions of the Agreement.

9.2 The use of the software by the User is based on auxiliary services provided by companies related to Led-Pol. Violation of terms, agreements, regulations, announcements, and other relevant provisions by Led-Pol and its related companies may result in the inability to use the licensed software in a normal way. In this case, Led-Pol has the right to terminate the license to use the software or take measures to limit this license or other rights and interests controlled by Led-Pol pursuant to the Agreement, including to suspend or terminate the license to use the software.

9.3 In the event that the User violates the provisions of the Agreement or other agreements signed with Led-Pol, Led-Pol and its suppliers have the right to notify their related companies, requesting them to take measures limiting the rights and interests of the User, including to demand that the related companies suspend or discontinue the provision of some or all of the services to the User, as well as legally announce a violation of the Agreement on websites operated or actually controlled by these companies.

9.4 The licensed software is downloaded from the download platform, and the Licensee must comply with the terms of use of the download platform, system platform, and terminal manufacturer as well as the limitations of the licensed software. In the event that the above-mentioned third party confirms that the User is in violation of the terms of the Agreement and that remedies are required by Led-Pol and its suppliers, Led-Pol may terminate the application license at the request of the third party.

9.5 After the license has expired, the User must discontinue use of the licensed software and destroy all of its copies.

9.6 The User bears all liability for damages in the event that Led-Pol and other users suffer losses caused by the User's violation of the terms of the Agreement.

X. Governing Law and Severability

10.1 The effectiveness, explanations, changes, performance, and settlement of disputes related to the Agreement are governed by Polish law.

10.2 All disputes arising from or connected with the Agreement may be settled through amicable negotiations or submitted for resolution by a court.

10.3 In the event that any provision of the Agreement is deemed invalid, it will not affect the effectiveness of the other terms or their parts, and the Parties will continue to perform the valid terms in good faith.

