

PLATFORM TERMS AND CONDITIONS

1. PRELIMINARY PROVISIONS

- 1.1. These Terms and Conditions (T&Cs) set out the terms and conditions for the provision of services by the Service Provider via the Platform, including in particular the principles concerning registration of an Account on the Platform and maintaining an Account on the Platform, as well as the functions available within the Account.
- 1.2. The supplier of the Platform is ES System K Spółka z ograniczoną odpowiedzialnością with its seat in Wolbrom (32 - 340) at ul. Wrzosowa 10, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow - Śródmieście, 12th Commercial Division of the National Court Register, under KRS number 0000203921, NIP (Tax ID) 677-101-75-62, REGON (National Business Register) 350838746, share capital PLN 140,000.00 ("**Service Provider**").
- 1.3. To the extent that these Terms and Conditions regulate the provision of electronic services, these regulations are required under the Act on the Provision of Electronic Services.
- 1.4. The recipients of the services provided by the Service Provider under the Terms and Conditions are exclusively business entities (entrepreneurs). The services provided on the basis of these Terms and Conditions are not aimed at Consumers and Consumer Entrepreneurs.
- 1.5. Each User is obliged to read and comply with the Terms and Conditions before using the Platform.

2. DEFINITIONS

- 2.1. Capitalized terms in the Terms and Conditions shall have the following meaning:
 - 2.1.1. **AccessService** - extended access to the Platform via the Website, which is dedicated to, among others, Service Technicians;
 - 2.1.2. **Application** - a mobile application under the name of "SmartShopCtrl", designed to be installed on a mobile device with Android or iOS operating system, through which the User, after registering an Account, can use selected services and functionalities available via the Platform and the Peer-to-Peer Connection;
 - 2.1.3. **Distributor** - entrepreneur cooperating with the Service Provider, who is entitled to sell Devices equipped with a Smart Package or Devices equipped with a Smart Package together with Access Packages to Customers;
 - 2.1.4. **Customer** - an individual, an unincorporated organisational unit or a legal entity who has purchased from the Service Provider, Distributor or other entity a Device equipped with a Smart Package, a Commercial Package or an Access Package, who has a QR code for the Device equipped with the Smart Package;
 - 2.1.5. **Consumer** - a natural person making a legal transaction with a trader which is not directly related to their economic or professional activity;
 - 2.1.6. **Consumer-Entrepreneur** - a natural person who concludes a contract directly related to their business activity, where it follows from the content of that contract that it is not of a professional nature for that person, arising in particular from the area of their business activity disclosed on the basis of the provisions on Central Registration and Information on Business Activity.
 - 2.1.7. **Account** - an individual User account maintained by the Service Provider on the Platform, created after registration via the Application or the Website;
 - 2.1.8. **MobileAccess** - access to the Platform via the App;
 - 2.1.9. **Smart Package** - a type of physical package containing electrical and electronic components with the Service Provider's software installed, enabling control of the Device manufactured by the Service Provider on which that package is installed and enabling wireless connectivity to the Device through a peer-to-peer Connection,
 - 2.1.10. **Access Package** - an entitlement granted to the Customer which defines the method of access to the Platform, the scope of Smart Shop Control Services available on the Platform and the duration of such access;
 - 2.1.11. **Commercial Package** - a type of commercial offer prepared by the Service Provider or Distributor which includes a Smart Package and, depending on the type of specific Commercial Package, one of the Access Packages;
 - 2.1.12. **Mobile Package** - a type of Platform Access Package in which access to the Platform is granted via the Application (MobileAccess);

- 2.1.13. **Web Package** - a type of Platform Access Package that allows access to the Platform via the Website (WebAccess) as well as via the Application (MobileAccess);
- 2.1.14. **Service Package** - a type of Platform Access Package that allows extended access to the Platform (AccessService) via the Website (WebAccess);
- 2.1.15. **Smart on mobile** - a type of Commercial Package comprising a Smart Package and a Mobile Package;
- 2.1.16. **Smart on web** - a type of Commercial Package comprising a Smart Package and a Web Package;
- 2.1.17. **Smart for service** - a type of Commercial Package comprising a Smart Package and a Service Package;
- 2.1.18. **Platform** - an organised internet and IT platform available to Users via the Application or the Website, enabling the use of the Smart Shop Control Services, including in particular remote control of the Smart Device, under the conditions described in the Terms and Conditions;
- 2.1.19. **Privacy Policy** - a document available via the Application and on the Website, describing in particular the principles for the processing of Users' personal data in connection with the use of the services available on the Platform;
- 2.1.20. **Peer-to-peer Connection** - a direct connection between the Device equipped with a Smart Package and a mobile device on which the Application is installed (i.e. a connection that does not require the connection of the aforementioned devices to the Internet); Peer-to-peer Connection is possible using the Access Point of the Device equipped with the Smart Package or via the Customer's local Wi-Fi network with which the Device equipped with the Smart Package is connected, in accordance with the technical requirements described in section 17.8 below;
- 2.1.21. **QR code** - a unique QR code, assigned to one Device equipped with a Smart Package, provided to the Customer together with the Device equipped with the Smart Package or together with the Smart Package or Access Package that the Customer purchases for the Device, which needs to be scanned in order to add the Device equipped with the Smart Package to the Customer's Account on the Platform;
- 2.1.22. **Terms and Conditions** - these Terms and Conditions, which define the type and scope of services provided by the Service Provider electronically on the Platform and within the framework of the Peer-to-Peer Connection, as well as the conditions for the conclusion and termination of agreements, and the rules for the use of the Platform by Customers;
- 2.1.23. **Website** - the website available at <https://20elza21.essystemk.com/>, hosted in a cloud computing environment, through which the User, after registering an Account, can use the services and functionalities available on the Platform;
- 2.1.24. **Service Technician** - acting on behalf and under the authority of the Customer, an entity providing service or repair of the Device equipped with a Smart Package. A Service Technician can be a sole trader in the provision of servicing services or an employee, associate or representative of a servicing company;
- 2.1.25. **Device** - a refrigeration appliance or any other type of device, in particular those enabling temperature and humidity control, manufactured or supplied by the Service Provider, for which it is possible to install a Smart Package, including an appliance for which the installation of a Smart Package requires a previous upgrade of the appliance to a standard enabling the installation of a Smart Package (retrofit),
- 2.1.26. **Smart Shop Control Services** - services provided electronically by the Service Provider to Users via the Platform within a specific Access Package selected by the Customer;
- 2.1.27. **User** - Customer who is a natural person or a natural person who, acting under the authority of the Customer, makes use of one or more services or functionalities available via the Platform or peer-to-peer Connection; a Service Technician is also a User;
- 2.1.28. **WebAccess** - access to the Platform via the Website.

3. SCOPE OF PLATFORM SERVICES

- 3.1. The subject matter of the T&Cs is to define the rules for the provision of services by the Service Provider, provided electronically on the Platform, consisting of:
 - 3.1.1. ensuring that an Account can be registered on the Platform and maintained;

- 3.1.2.ensuring that the Smart Shop Control Services can be used within the Access Package selected by the Customer - Mobile Package, Web Package or Service Package;
 - 3.1.3.enabling the use of other functionalities of the Platform;
 - 3.1.4.enabling registration for the newsletter service.
- 3.2. The range of services available to Customers on the Platform may vary depending on the Access Package chosen by the Customer.
- 3.3. Under terms and conditions set out in separate documents, in particular the terms and conditions arising from the general terms and conditions of contracts, other contractual templates or contracts concluded with the Service Provider or Distributor, the Customer shall be able to access the individual services provided electronically within the Account on the Platform, by way of:
 - 3.3.1.purchase from the Service Provider or a Distributor of a Device equipped with the Smart Package;
 - 3.3.2.purchase of certain Commercial Packages from the Service Provider or a Distributor;
 - 3.3.3.purchase of a specific Access Package for an already owned Device equipped with the Smart Package.
- 3.4. The Customer has the option to purchase an unlimited number of Access Packages for a given Device equipped with the Smart Package.
- 3.5. The choice of the type of a specific Access Package, including its duration, is made by the Customer, under the terms of a separate contract concluded between the Customer and the Service Provider. If the Customer wishes to change the Access Package or extend the duration of the Access Package, the Customer should contact the Service Provider. Once an Access Package has been purchased or renewed, the Smart Shop Control Services covered by the relevant Access Package shall be activated by the Service Provider within the timeframes resulting from the agreements concluded with the Service Provider, under the terms and conditions described in section 7 below.

4. GENERAL RULES ON THE USE OF THE PLATFORM

- 4.1. The Platform can be accessed via the App (MobileAccess) or the Website (WebAccess). The type of access to the Platform available to a given User depends on the Access Package they have.
- 4.2. The Customer is only entitled to use the Platform to operate Devices equipped with the Smart Package. The use of the Platform to operate other devices, in particular devices not manufactured by the Service Provider, is prohibited.
- 4.3. The Customer is obliged to use the Platform in accordance with the law and good morals, taking into account personal rights and intellectual property rights, in particular the copyright of the Service Provider or third parties.

5. REGISTRATION OF ACCOUNT ON THE PLATFORM

- 5.1. The use of the Smart Shop Control Services available under certain Access Packages, as well as the services available under the Peer-to-peer Connection, requires an Account on the Platform.
- 5.2. Registration of an Account requires the User to provide true and correct data.
- 5.3. The Customer shall ensure that Users registering an Account on the Platform and using the functionalities available within the Account, acting on its behalf, are duly authorised and empowered to act on behalf of the Customer. All actions carried out by the User on the Platform are considered to be on behalf of the Customer. The Service Provider shall not be liable for any damage caused to the Customer or third parties as a result of the use of the Platform by Users, in particular against the Customer's will or knowledge.
- 5.4. Registration of an Account on the Platform is possible via the Application or the Website.
- 5.5. To set up an Account via the Application, the User shall:
 - 5.5.1.download the Application to their mobile device;
 - 5.5.2.launch the Application and start the Account registration process by clicking on the "Register" button or any other similar button;
 - 5.5.3.fill in the fields of the registration form that are displayed to the User, marked as mandatory (e-mail address, login - User's name and the name of the Customer's or Service Technician's business activity);
 - 5.5.4.confirm the declaration of having read the T&Cs;
 - 5.5.5.validate the data entered in the form by clicking on the "Send" or another similar button;

- 5.5.6.** confirm the correctness of the email address provided by clicking on the link sent by the Service Provider to the email address provided in the registration form.
- 5.6.** To set up an Account via the Website, the User shall:
- 5.6.1.** visit the Website;
 - 5.6.2.** start the Account registration process by clicking on the “Register” button or any other similar button;
 - 5.6.3.** fill in the fields of the registration form that are displayed to the User, marked as mandatory (e-mail address, login - User's name and the name of the Customer's or Service Technician's business activity);
 - 5.6.4.** confirm the declaration of having read the T&Cs;
 - 5.6.5.** validate the data entered in the form by clicking on the “Send” or another similar button;
 - 5.6.6.** confirm the correctness of the email address provided by clicking on the link sent by the Service Provider to the email address provided in the registration form.
- 5.7.** The Service Provider verifies whether an Account associated with the login (User name) or e-mail address provided by the User has already been registered on the Platform. Registration on the Platform is not possible using a login (User name) or e-mail address assigned to an existing Account on the Platform.
- 5.8.** The Service Provider confirms the activation of the Account by displaying a message stating that the Account has been successfully activated.
- 5.9.** After the User has performed the steps described in sections 5.5 and 5.6 above, the Service Provider creates an Account for the User. At this point, the registration process is complete.
- 5.10.** At the time of effective completion of the registration process creation of the Account, the User enters into an agreement with the Service Provider, under the terms and conditions set out in the T&Cs, to maintain the Account.
- 5.11.** The Customer who is a natural person shall only be entitled to conclude an agreement for maintaining an Account on the Platform if such an agreement is directly related to the Customer's business activities and is of a professional nature for the Customer, stemming in particular from the area of the Customer's business activity, as disclosed on the basis of the provisions on the Central Register and Information on Business Activity. The services provided on the basis of these Terms and Conditions are not aimed at Consumers and Consumer Entrepreneurs.
- 5.12.** In the case of the Web Package and the Smart on web commercial package, the Customer is able to use the Account both via the Application and the Website. The Customer may only use the Account on one device at a time. If the Customer logs into their Account on another device, they will be logged out of the Account from the first device on which they use the Account. The restriction referred to in the previous sentence shall not apply to the possibility of using the Smart Shop Control services available within the Account on one device while simultaneously using the services available within the Peer-to-Peer Connection on another device.
- 5.13.** After registration and logging into the Account, the User can:
- 5.13.1.** use the User Profile within the Account, through which the User can:
 - 5.13.1.1.** edit their data, change their password and manage their consents;
 - 5.13.1.2.** modify the Account's theme (appearance);
 - 5.13.1.3.** select the language version of the Platform.
 - 5.13.2.** enter the organisation's name (the name of the company or another chosen name) - only one organisation may be assigned to an Account;
 - 5.13.3.** add Devices equipped with the Smart Package and to assign them to specific locations - provided that the Customer has an active QR code for Devices equipped with the Smart Package, and remove Devices equipped with the Smart Package;
 - 5.13.4.** use other functionalities provided by the Service Provider within the Account, including remote control of Devices equipped with the Smart Package, according to the scope of the Smart Shop Control Services to which the Customer is entitled;
 - 5.13.5.** use the services available through the Peer-to-Peer Connection as referred to in Section 11 below.
- 5.14.** At the Account registration stage, the User may declare an interest in the provision of authorised technical service for Devices equipped with the Smart Package. If the User expresses an interest in the provision of the services referred to in the previous sentence, the Service Provider will contact the User, at the telephone number provided by the User, to discuss the terms of possible cooperation.

6. ADDITION AND DELETION OF A SMART DEVICE VIA CUSTOMER ACCOUNT

- 6.1.** In order to use the Smart Shop Control Services and the services available through the Peer-to-peer Connection, it is necessary for the Customer to add a Device equipped with the Smart Package to the Account. A device equipped with a Smart Package can only be added to one Account at a time. Once the Customer has added a Device equipped with a Smart Package to the Account, other Users may access that Device, including the ability to use the Smart Shop Control Services and the services available as part of the Peer-to-peer Connection, within their Access Accounts, once their Access Packages have been activated within their Accounts in accordance with Clause 7 below.
- 6.2.** The Customer can independently add Devices equipped with the Smart Package to the Account, provided they have an active QR code.
- 6.3.** In order to add to the Account a Device equipped with the Smart Package, the Customer should:
 - 6.3.1.** log into the Account via the Application;
 - 6.3.2.** click on the "Devices" or other similar button available in the Menu and then on the "Add device" or other similar button;
 - 6.3.3.** allow the App to take photos and record videos;
 - 6.3.4.** scan the active QR code that the Customer received when purchasing the Device equipped with the Smart Package or when purchasing the Smart Package;
 - 6.3.5.** select from the list the location to which the Device equipped with the Smart Package will be assigned or add a new location and validate the data entered by clicking the "Next" button and then the "Check connection status" and "Finish configuration" buttons or other similar buttons.
- 6.4.** The Customer will be informed that a Device equipped with the Smart Package has been added successfully by way of a message displayed on the screen of the device on which they use the Application. To verify that a Device equipped with the Smart Package has been added successfully, the Customer needs to log back into the Account and then select the "Devices" button from the Account menu.
- 6.5.** Within the Account, the Customer is able to add all Devices equipped with the Smart Package purchased from the Service Provider or Distributor, provided that the Customer has an active QR code assigned to the Device. The Service Provider informs that, in order to improve the quality of the services provided under the Terms and Conditions, in particular for the purpose of working on possible updates to the Application and improving the operation of the Platform, the Service Provider analyses data from Devices equipped with the Smart Package and other activities connected to controlling their operation. The data referred to in the previous sentence does not include personal data.
- 6.6.** A QR code can be used once to add a Device equipped with a Smart Package to the Account. When scanning the QR in accordance with section 6.3.4, the QR code is deactivated. In the event that it is not possible to add a Device with the Smart Package to the Account due to the Customer's loss of the QR code or that it is not possible to add a Device with the Smart Package due to the deactivation of the QR code, the Customer should contact the Service Provider. Once the title to the Smart Device has been verified, the Service Provider will issue a new QR code for the Customer or re-activate a QR code that has been deactivated.

7. RULES FOR THE ACTIVATION OF ACCESS PACKAGES

- 7.1.** In order to activate the Access Package, it is necessary to perform the following steps in advance:
 - 7.1.1.** the Customer needs to create an Account on the Platform and add at least one Device equipped with the Smart Package, in accordance with the procedure described in item 6 above;
 - 7.1.2.** if the Access Package is to be activated on an Account other than the Customer's Account to which the Device equipped with the Smart Package is added - it is also necessary for the other User for whom the Access Package is to be activated to create an Account on the Platform.
- 7.2.** After fulfilling the requirements described in item 7.1 above, the Customer is obliged to submit to the Service Provider at the e-mail address scc@essystemk.com a request for activation of the Access Package. The request for activation of the Access Package, in order to be effective, must be sent from the e-mail address assigned to the Account to which the relevant Device equipped with the Smart Package is linked under the terms described in item 6 above. The request for activation of the Access Package should contain the following data:

- 7.2.1.**e-mail address and login (name of Platform User) for which the Access Package is to be activated;
 - 7.2.2.**serial numbers of the Devices equipped with the Smart Package, as well as the name of the organisation and the location assigned to the Devices being linked to the Account under the activated Access Package;
 - 7.2.3.**name of the Access Package.
- 7.3.** Within 7 days of receipt of the correct data referred to in item 7.2 above, the Service Provider activates the Access Package and sends information on its activation to the Customer's e-mail address from which the request for activation of the Access Package was received. If the conditions described above for activation of the Access Package are not fulfilled, the Service Provider will, within 7 days from the date of receipt of the request for activation of the Access Package, send information to the e-mail address from which the request for activation of the Access Package was received, on the reasons for non-activation.
- 7.4.** In case of cooperation of a given User (e.g. a Service Technician) with several Customers who, for the purposes of this cooperation, have enabled the User to use a particular Access Package, all Devices equipped with the Smart Package to which the given User is granted access by the Customers within the Access Packages will be made available by the Service Provider in accordance with the provisions of this section within a single Account created by the User, provided that in the request for activation of the Access Package the Customers indicated the same e-mail address and login (User name).
- 7.5.** If the Customer wishes to deactivate the Access Package assigned to an Account, the Customer should send a request to the Service Provider to deactivate the Access Package before the expiry of the validity period of the Access Package in question. The provisions of items 7.2 - 7.3 above shall apply mutatis mutandis to the request for deactivation of the Access Package.
- 7.6.** The Customer is obliged to protect the data referred to in item 7.2 above. The Customer acknowledges that requests for activation or deactivation of Access Packages that meet the requirements described above are deemed to come from a person authorised to act on behalf of the Customer. The Service Provider shall not be liable for the consequences of a request for activation of the Access Package or deactivation of the Access Package in accordance with the requirements described above by persons not authorised to act on behalf of the Customer.

8. USE OF SMART SHOP CONTROL SERVICES

- 8.1.** The scope of the Smart Shop Control Services available within the Account depends on the type of the Customer's Platform Access Package.
- 8.2.** As part of the Smart on web and Web Package, the customer has both WebAccess and MobileAccess to the Platform.
- 8.3.** The Smart on web and Web package include the following Smart Shop Control Services available within the Account:
- 8.3.1.**access to the overall status (parameters) of the Device equipped with the Smart Package in real time;
 - 8.3.2.**access to the daily temperature record of the Device equipped with the Smart Package;
 - 8.3.3.**the possibility of controlling the temperature of the Device equipped with the Smart Package;
 - 8.3.4.**the possibility of controlling the lighting of the Device equipped with the Smart Package;
 - 8.3.5.**the possibility of selecting the operating mode of the Device equipped with the Smart Package (standard/eco);
 - 8.3.6.**the possibility of managing the defrosting process of the Device equipped with the Smart Package;
 - 8.3.7.**access to the "superfrost" mode - a mode for additional operation of the refrigeration system of the Device equipped with the Smart Package for a specific period of time, until the set temperature is reached;
 - 8.3.8.**access to the basic technical parameters of the Device equipped with the Smart Package;
 - 8.3.9.**access to the list of alarms and events generated by the Device equipped with the Smart Package (Alarm & Events Viewer);
 - 8.3.10.** access to other features of the Account made available by the Service Provider as part of the Smart on web and Web Package.
- 8.4.** As part of the Smart on mobile and Mobile package, the customer has MobileAccess.

- 8.5.** The Smart on mobile and Mobile Package include the following Smart Shop Control Services available within the Account:
- 8.5.1.** access to the overall status (parameters) of the Device equipped with the Smart Package in real time;
 - 8.5.2.** access to the daily temperature record of the Device equipped with the Smart Package, provided that the data from the Application and the Device equipped with the Smart Package are linked and synchronised through a peer-to-peer Connection at least once a week;
 - 8.5.3.** the possibility of controlling the temperature of the Device equipped with the Smart Package;
 - 8.5.4.** the possibility of selecting the operating mode of the Device equipped with the Smart Package (standard/eco);
 - 8.5.5.** the possibility of managing the defrosting process of the Device equipped with the Smart Package;
 - 8.5.6.** access to the “superfrost” mode - a mode for additional operation of the refrigeration system of the Smart Device for a specific period of time, until the set temperature is reached;
 - 8.5.7.** access to the basic technical parameters of the Device equipped with the Smart Package;
 - 8.5.8.** access to other features of the Account made available by the Service Provider as part of the Smart on mobile and Mobile Package.
- 8.6.** As part of the Smart for service and Service Package, the Customer has the AccessService and WebAccess extension for the Platform.
- 8.7.** The Smart for service and Service Package include the following Smart Shop Control Services available within the Account:
- 8.7.1.** access to the overall status (parameters) of the Device equipped with the Smart Package in real time;
 - 8.7.2.** access to the daily temperature record of the Device equipped with the Smart Package;
 - 8.7.3.** the possibility of controlling the temperature of the Device equipped with the Smart Package;
 - 8.7.4.** the possibility of controlling the lighting of the Device equipped with the Smart Package;
 - 8.7.5.** the possibility of selecting the operating mode of the Device equipped with the Smart Package (standard/eco);
 - 8.7.6.** the possibility of managing the defrosting process of the Device equipped with the Smart Package;
 - 8.7.7.** access to the “superfrost” mode - a mode for additional operation of the refrigeration system of the Device equipped with the Smart Package for a specific period of time, until the set temperature is reached;
 - 8.7.8.** access to the extended technical parameters of the Device equipped with the Smart Package;
 - 8.7.9.** access to the list of alarms and events generated by the Device equipped with the Smart Package (Alarm & Events Viewer);
 - 8.7.10.** access to other features of the Account made available by the Service Provider as part of the Smart for service and Service Package.

9. TERM OF THE ACCOUNT AGREEMENT

- 9.1.** Upon successful completion of the registration process and creation of the Account by the User, a contract for the maintenance of the Account is concluded between the User and the Service Provider, which is concluded for an indefinite period of time.
- 9.2.** Each time the scope of services provided by the Service Provider within the Account depends on the Access Packages active at the time for the Customer. The detailed scope of the Smart Shop Control Services, as well as the conditions under which they are made available to the Customer and the duration of their availability results from a separate agreement concluded between the Customer and the Service Provider or Distributor.
- 9.3.** The User may terminate the Account agreement at any time, without giving reasons, by giving notice. The notice period is 14 days, calculated from the date of receipt of the notice of termination by the Service Provider. To do so, the User should contact the Service Provider using the contact details indicated in section 19.4 below to delete the Account. The mere discontinuation of the use of the Account (e.g. no login to the Account) is not tantamount to termination of the contract by the User.

- 9.4. The termination by the User of the contract for the maintenance of the Account, pursuant to clause 9.3 above, shall not affect the scope of the Customer's rights and obligations under the contract concluded between the Customer and the Service Provider referred to in clause 9.3 above, unless otherwise provided for in the said contract.
- 9.5. If the User does not have an active Access Package for a period of more than 90 days, the Service Provider may terminate the Account Agreement with 30 days' notice to the User for good cause. Good cause is in particular deemed to be a situation in which the User has not carried out any activity in the Account for a period exceeding 90 days.
- 9.6. The Service Provider shall notify the User of termination of the Account agreement by sending a statement of termination to the e-mail address assigned to the Account, indicating the reason for termination.

10. ACCOUNT SECURITY

- 10.1. Access to the Account is secured by a password assigned by the User during registration. The password must meet the security requirements indicated in the registration form, in particular with regard to the number and type of characters. The password should be protected by the User.
- 10.2. If the Account password is lost, the User may use the password reset function by clicking on the "Forgot password" button, or another similar button, located below the login window for the Application or the Website. By clicking on the "Forgot password" button or another similar button, a message containing a unique link will be sent to the e-mail address assigned to the Account, and after clicking it the User will be redirected to a screen where they will be asked to choose and confirm a new password. The next login session is carried out using the new password created by the Customer.
- 10.3. Once the User has registered their Account, each time they log into the Account, they shall use the data indicated by the User in the registration form. Shutting down the Website or the Application, termination of data transmission, loss of connection to the Internet or switching off the device on which the User is using the Platform will cause the User to be automatically logged out of the Account. The User may also log out of the Account using the "Logout" button available within the Account.
- 10.4. In the event of theft or loss for any reasons of the device with active access to the Account, the User should immediately inform the Service Provider using the contact details indicated in section 19.4 below in order to take the necessary steps to prevent the use of the Account by unauthorised persons (e.g. to change the login data for the Account).

11. SERVICES AVAILABLE VIA PEER-TO-PEER CONNECTION

- 11.1. As part of a Peer-to-Peer Connection, the Service Provider enables the use of the following services:
 - 11.1.1. as part of a Peer-to-Peer Connection via Access Point of a Device equipped with the Smart Package, without having to first add a Device equipped with the Smart Package to the Account:
 - 11.1.1.1. viewing of the current status of the inputs and outputs of the Device equipped with the Smart Package;
 - 11.1.1.2. ability to modify the extended operating parameters of the Device equipped with the Smart Package;
 - 11.1.1.3. the ability to set a name and password for access to the internal Wi-Fi network to which the Device equipped with the Smart Package is to be connected.
 - 11.1.2. as part of a Peer-to-Peer Connection via Access Point of a Device equipped with the Smart Package, after adding a Device equipped with the Smart Package to the Account:
 - 11.1.2.1. ability to modify the extended operating parameters of the Device equipped with the Smart Package;
 - 11.1.2.2. the ability to set a name and password for access to the internal Wi-Fi network to which the Device equipped with the Smart Package is to be connected.
 - 11.1.2.3. access to the overall status (parameters) of the Device equipped with the Smart Package in real time;
 - 11.1.2.4. access to the daily temperature record of the Device equipped with the Smart Package, provided that the data from the Application and the Device equipped with the Smart Package are linked and synchronised through a peer-to-peer Connection at least once a week;

- 11.1.2.5. the possibility of controlling the temperature of the Device equipped with the Smart Package;
- 11.1.2.6. the possibility of controlling the lighting of the Device equipped with the Smart Package;
- 11.1.2.7. the possibility of selecting the operating mode of the Device equipped with the Smart Package (standard/eco);
- 11.1.2.8. the possibility of managing the defrosting process of the Device equipped with the Smart Package;
- 11.1.2.9. access to the "superfrost" mode - a mode for additional operation of the refrigeration system of the Device equipped with the Smart Package for a specific period of time, until the set temperature is reached
- 11.1.3. as part of a Peer-to-Peer Connection via the Customer's local Wi-Fi network, after adding a Device equipped with the Smart Package to the Account:
 - 11.1.3.1. ability to modify the basic operating parameters of the Device equipped with the Smart Package;
 - 11.1.3.2. access to the overall status (parameters) of the Device equipped with the Smart Package in real time;
 - 11.1.3.3. access to the daily temperature record of the Device equipped with the Smart Package, provided that the data from the Application and the Device equipped with the Smart Package are linked and synchronised through a peer-to-peer Connection at least once a week;
 - 11.1.3.4. the possibility of controlling the temperature of the Device equipped with the Smart Package;
 - 11.1.3.5. the possibility of controlling the lighting of the Device equipped with the Smart Package;
 - 11.1.3.6. the possibility of selecting the operating mode of the Device equipped with the Smart Package (standard/eco);
 - 11.1.3.7. the possibility of managing the defrosting process of the Device equipped with the Smart Package;
 - 11.1.3.8. access to the "superfrost" mode - a mode for additional operation of the refrigeration system of the Device equipped with the Smart Package for a specific period of time, until the set temperature is reached
- 11.2. The ability to use the services described in section 11.1 above does not require the Customer to have an active Access Package and is independent of the Smart Shop Control Services.
- 11.3. The contract for the provision of the services described in clause 11.1 above shall be concluded upon the establishment of the Peer-to-Peer Connection and shall be terminated upon the termination of the Peer-to-Peer Connection. The User may terminate the contract for the services described in clause 11.1 above at any time by terminating the Peer-to-Peer Connection.
- 11.4. The Customer declares that they are aware that the services described in clause 11.1 above can be accessed by persons who have downloaded the Application and who meet the technical requirements for establishing a peer-to-peer Connection as described in clause 17.8 below. The Service Provider is not responsible for the use of the functionalities described in clause 11.1 above by persons not authorised by the Customer.

12. INTELLECTUAL PROPERTY

- 12.1. Copyright to:
 - 12.1.1. the software used as part of the Platform (both in the version available on the Application and on the Website),
 - 12.1.2. any other elements of the Platform of a creative nature which are not software but constitute works within the meaning of the Act on Copyright and Related Rights,
 - 12.1.3. documentation provided to the Customer relating to the Platform, the Access Packages and Additional Services to which the Customer is entitled,shall be vested in the Service Provider.
- 12.2. For the duration of the contract for maintaining the Account, the Service Provider grants the User a non-exclusive, non-transferable, territorially unlimited right of access and the right to use the software referred to in clause 12.1.1 above, as well as a non-exclusive, non-transferable, territorially unlimited licence to use the works referred to in clauses 12.1.2 and 12.1.3 above, in order to enable the User to use the Platform, to the extent necessary to use

the services available to the User, provided by the Service Provider under the conditions set out in the T&Cs.

- 12.3.** In the event that an update of the software arises, as referred to in clause 12.1.1 above, the Service Provider shall grant the User the right to access and use the new version of this software, as referred to in clause 12.2 above, as soon as the Customer, on whose behalf or under whose authority the User in question is acting, has fulfilled the conditions entitling them to access the update, in particular any conditions that may arise from a separate agreement concluded between the Customer and the Service Provider, including payment of the remuneration stipulated in that agreement.
- 12.4.** It is prohibited to modify, tamper with, decompile or reverse engineer the source or result code of the software referred to in clause 11.1.1 above.
- 12.5.** The Service Provider's liability under the warranty for defects in the software referred to in clause 12.1.1 above is excluded.

13. COMMUNICATION WITH THE USER

- 13.1.** During the registration of the Account or at a later stage, the User may allow the Service Provider to send them, at the e-mail address provided during the registration, information about the Service Provider's offering, in particular about functionalities of the Platform other than those available within the Access Package, if any, used by the User, including paid services provided by the Service Provider (newsletter service). After registration, the User may give their consent to receive messages as part of the newsletter service or revoke their consent, either via their Account Profile or by clicking on the relevant link in the content of the emails received.

14. POWERS AND LIABILITY OF THE SERVICE PROVIDER

- 14.1.** Development, including improvements and updates to the Platform, are the sole prerogative of the Service Provider.
- 14.2.** Under the rules described in clause 14.3. - 14.5. below, the Service Provider is entitled in particular to temporarily restrict the functionalities available via the Platform.
- 14.3.** The Service Provider is not responsible for:
 - 14.3.1.** interruptions in the operation of the Platform due to causes attributable to the User and not attributable to the Service Provider;
 - 14.3.2.** interruptions in the operation of the Platform resulting from causes beyond the Service Provider's control and constituting force majeure;
 - 14.3.3.** technical problems or difficulties related to the operation of the User's terminal equipment which hinder or prevent the use of the Platform;
 - 14.3.4.** damage caused by the User as a result of infringement of third party rights;
- 14.4.** The Service Provider shall be entitled to partially or completely disable access to the Platform in order to carry out repairs or upgrades, with the Service Provider undertaking to minimise the time during which the functioning of the Platform is partially or completely disabled. In the event of planned repairs or upgrades to the Platform, the Service Provider will post a relevant message on the Platform. In the event of planned disruptions to the Platform lasting longer than 24 hours, the Service Provider will inform Users by email at least 3 days in advance.
- 14.5.** The Service Provider is also not responsible for:
 - 14.5.1.** malfunctioning of the services provided on the basis of the Terms and Conditions as a result of incorrect use of the Device equipped with the Smart Package by the User, including in particular the use of the Device equipped with the Smart Package contrary to the instructions for use of the Device equipped with the Smart Package. In particular, the Service Provider does not guarantee the correct operation of the services provided under the Terms and Conditions in the event of disconnection of the Device equipped with the Smart Package from a controller dedicated to that Device, i.e. a controller with a serial number identical to the serial number of the Device equipped with the Smart Package, or replacement of the controller with another controller dedicated to another Device equipped with the Smart Package;
 - 14.5.2.** damage caused to the Customer's property in connection with the Customer's use of the services provided under the Terms and Conditions, despite the proper operation of the services offered by the Service Provider, such as the accidental defrosting by the User of products stored by the Customer in the Device equipped with the Smart Package;

- 14.5.3.** damage caused by the User's loss of data on the Device equipped with the Smart Package and the User's inability to use the data, in particular the Service Provider shall not be liable for the User's costs of restoration.

15. COMPLAINTS

- 15.1.** Any complaints concerning malfunctions of the Platform may be submitted to the Service Provider, at the User's choice, by e-mail or in writing to the addresses indicated in clause 19.4. of the Terms and Conditions.
- 15.2.** The complaint must include: the User's e-mail address, a description of the reason for the complaint and the User's data necessary to send the User information on the outcome of the complaint, in accordance with section 19.4 below.
- 15.3.** The Service Provider will consider the complaint within 30 (thirty) days from the date of receipt, unless a shorter period for the consideration of the complaint results from mandatory regulations.
- 15.4.** As soon as the Service Provider has considered the complaint, but no later than within the period indicated in clause 15.3 above, the Service Provider shall respond to the User. The response will be sent by the same information channel by which the complaint was addressed to the Service Provider, unless the User has indicated a different way of sending the response to the complaint.
- 15.5.** The Service Provider may require the User to provide additional information if this is required to investigate the complaint.

16. PERSONAL DETAILS OF USERS

- 16.1.** The User's use of the Platform involves the processing of their personal data by the Service Provider.
- 16.2.** Users' personal data will be processed for the purpose of providing services electronically with regard to the provision of the Account maintenance service, for analytical and statistical purposes, for contact purposes - in the event that a Service Technician expresses an interest in providing maintenance services, for the purpose of marketing the Service Provider's own services, as well as for the purpose of possible complaint handling and the establishment and assertion of claims or defence against claims.
- 16.3.** Detailed information on the processing of personal data, including data subjects' rights, is available at Privacy Policy at: <https://essystemk.pl/platforma-polityka-prywatnosci>.
- 16.4.** If the User posts, on the Platform, any personal data of others, they may only do so under the condition that they do not violate the law or the personal rights of those persons.

17. TECHNICAL CONDITIONS FOR THE USE OF THE SERVICES OFFERED BY THE SERVICE PROVIDER

- 17.1.** The use of the Platform within the Smart on web, Smart for Service, Web and Service Access Package (via the Website) is possible on the condition that the device with which the User uses the Website is connected to the Internet, and also that the Device equipped with the Smart Package is connected to the Internet via a local Wi-Fi network with a frequency of 2.4GHz by setting the access parameters: name and password, the Customer's Wi-Fi network on the Smart Device using a device with the Application installed, operating in peer-to-peer Connection mode through the Access Point of the Device equipped with the Smart Package and the User's possession of a device equipped with an ICT system that meets the following minimum technical requirements:
- 17.1.1.** correctly configured stable versions of browsers in accordance with the relevant standards: Microsoft Edge version no older than 95.0.1020.38, Firefox version no older than 94.0, Chrome version no older than 95.0.4638.54, Opera version no older than 78.0.4093.214 or Mac OS X Safari version no older than 14.1.1;
- 17.1.2.** the browser used by the User should have at least the necessary cookies enabled and an active JavaScript interpreter.
- 17.2.** For information about the cookies used on the Website, please see Privacy Policy at: <https://essystemk.pl/platforma-polityka-prywatnosci>.
- 17.3.** The Service Provider recommends that the User installs updates to the operating system of the device through which they use the Website in accordance with the recommendations of the manufacturer of the device in their possession and the manufacturer

of the operating system. Failure to keep the operating system up to date may result in a less secure use of the Website.

- 17.4.** The use of the Platform as part of the Smart on web and Web Access Package (via the Application), is possible on the following conditions:
 - 17.4.1.** downloading the Application:
 - 17.4.1.1.** from Google Play Store if the User is using an Android mobile device, or
 - 17.4.1.2.** from Apple App Store if the User is using an iOS mobile device,
 - 17.4.2.** installing the Application on the User's device;
 - 17.4.3.** connecting the device on which the User uses the Application to the Internet and connecting the Smart Device to the Internet via a local Wi-Fi network with a frequency of 2.4GHz by setting the access parameters: name and password of the Customer's Wi-Fi network on the Device equipped with the Smart Package using the device with the Application installed, operating in peer-to-peer Connection mode via the Access Point of the Smart Device.
- 17.5.** The Application can be downloaded free of charge. The use of data transmission services by the User in connection with the download or use of the Application may involve fees charged by the telecommunications operator providing the telecommunications services to the User.
- 17.6.** The Application is designed for mobile devices with an Android operating system version no older than 6.0 and access to Google Play Store or with an iOS operating system version no older than 8.0 (the User's mobile device must not be older than iPhone 5s) and access to Apple App Store.
- 17.7.** In order to ensure the correct operation of the Application and access to the Platform through it, the User's mobile device must not have any modifications installed to its operating system, in particular no modifications that breach the manufacturer's security devices installed on the mobile device or the operating system manufacturer's security devices (so-called jailbreaking or rooting).
- 17.8.** In order to access the services described in clause 11.1 above (peer-to-peer Connection services), the following technical requirements must be met:
 - 17.8.1.** for services available as part of a peer-to-peer Connection via Access Point of the Device equipped with the Smart Package:
 - 17.8.1.1.** activating the Access Point mode on the Device equipped with the Smart Package, in accordance with the instructions provided to the Customer for the Device equipped with the Smart Package;
 - 17.8.1.2.** disabling mobile network data transmission on the device with the Application installed;
 - 17.8.1.3.** connecting the device with the installed Application to a Wi-Fi network with a name corresponding to the name of the Device equipped with the Smart Package, ending with a serial number corresponding to the Device equipped with the Smart Package nameplate and an access password in accordance with the instructions provided for the Device equipped with the Smart Package;
 - 17.8.2.** for services available via a peer-to-peer Connection via the Customer's local Wi-Fi network:
 - 17.8.2.1.** disabling mobile network data transmission on the device with the Application installed;
 - 17.8.2.2.** connecting the device with the installed Application to the Customer's Wi-Fi network to which the Smart Device is connected.
- 17.9.** Adding the Device equipped with the Smart Package to the Customer Account requires that the Application be allowed to take photos and record videos. Failure to allow the functionalities referred to in the preceding sentence makes it impossible to add a Device equipped with the Smart Package to the Customer Account. The User may withdraw consent at any time in the settings of their mobile device.
- 17.10.** In the event that the User does not fulfil the technical conditions described above in this section, the use of the various services described in the Terms and Conditions may prove impossible or difficult, in particular the Platform may fail to operate or may operate incorrectly. The Service Provider is not responsible for the functioning of the User's local Wi-Fi network infrastructure and the connection of the local Wi-Fi network to the Internet.
- 17.11.** The Service Provider hereby informs that the installation of any updates to the Application released by the Service Provider may be necessary for the correct operation of the Application and to ensure an adequate level of security. The organiser recommends installing

such updates as soon as they become available via Google Play Store or Apple Store. Failure to keep the Application up to date may result in a less secure use of the Application.

- 17.12.** The Service Provider informs that it uses due diligence to ensure a high level of ICT security of the Platform and the Users' data. The Service Provider points out, however, that due to the nature of information technology, some vulnerability of the Platform to certain threats may be revealed in the future. For this reason, the Service Provider recommends that the necessary updates be installed and indicates that it may, from time to time, issue communications containing recommendations on security rules relating to the use of the Platform.

18. AMENDMENT OF THE TERMS AND CONDITIONS.

- 18.1.** The Service Provider has the right to unilaterally amend the Terms and Conditions at any time in the event of any of the following valid reasons:
- 18.1.1.** the need to adapt the T&Cs to legislation, recommendations, guidelines, orders or prohibitions, rulings, provisions, interpretations or decisions of authorised public authorities;
 - 18.1.2.** changes to the scope of services provided by the Service Provider;
 - 18.1.3.** changes to the functionalities available through the Platform;
 - 18.1.4.** changes to the payment for services provided by the Service Provider;
 - 18.1.5.** change in the scope or nature of the Service Provider's business;
 - 18.1.6.** changes to the technical conditions of use of the services provided by the Service Provider;
 - 18.1.7.** the need to prevent abuse of the services provided by the Service Provider or available on the Platform;
 - 18.1.8.** the need to adapt the Terms and Conditions to best practices related to the provision of services by the Service Provider, including best practices for the protection of Users' rights;
 - 18.1.9.** the need to correct wording that is unclear or questionable or to correct obvious clerical errors that may have occurred in the T&Cs,
 - 18.1.10.** emergence of new risks or hazards relating to the use of the services provided by the Service Provider or available on the Platform, or change or reduction (elimination) of such risks or hazards;
 - 18.1.11.** changes to the Service Provider's details, including the company name, registered office address, telephone numbers, email addresses, URLs (links/hyperlinks) provided in the Terms and Conditions.
- 18.2.** If the Terms and Conditions are amended, the Service Provider will inform the User by making the consolidated text of the Terms and Conditions available on the Platform at least 14 days in advance. In addition, the Service Provider shall, at least 14 days in advance, send Users an appropriate notification by e-mail (i.e. to the e-mail address indicated during Account registration or by notification in the Account), indicating the date on which the amendments to the Terms and Conditions become effective.
- 18.3.** The amended Terms and Conditions shall be binding on the User who does not terminate the Account agreement within 14 days of receiving notice of the amended Terms and Conditions by email in accordance with clause 18.2 above. If the User does not accept the changes to the Terms and Conditions, they should notify the Service Provider (in writing or by e-mail, to the addresses indicated in section 19.4 below) that they do not accept the provisions of the Terms and Conditions, requesting that the Service Provider delete their Account.

19. FINAL PROVISIONS

- 19.1.** These Terms and Conditions are available electronically (including as PDF available for download) at: <https://essystemk.pl/platforma-regulamin>.
- 19.2.** The Terms and Conditions are effective as of 8 December 2022.
- 19.3.** The Terms and Conditions are governed by Polish law.
- 19.4.** For all matters relating to the Service Provider's provision of the services governed by the Terms and Conditions, the User may contact the Service Provider in writing at the following address: ES System K sp. z o.o., ul. Wrzosowa 10, Wolbrom 32 – 340 and by e-mail at: scc@essystemk.com.