General Regulations for the Provision of Electronic Services

By SmokeD Spółka z ograniczoną odpowiedzialnością

Version 1.0, of 1 September 2021

Current version

Table of Contents

Ger	neral Regulations for the Provision of Electronic Services	1
1.	Definitions	4
2.	General provisions	6
3.	Information on threats and cookies	7
4.	No Illegal Content	8
5.	Types and scope of Services	9
6.	Technical conditions for the provision of Services	9
7.	General conditions for the provision of Services	9
8.	Conditions for concluding and terminating contracts for the provision of electronic serving 10	ices
9.	Newsletter	10
10.	Webinar	11
11.	Principles of responsibility	12
12.	Complaints regarding the Services	12
13.	Withdrawal from the Agreement	13
14.	License Terms	14
15.	Principles of personal data processing	15
16.	Information on Out-of-Court Methods of Redressing Claims	15
17.	Miscellaneous	16
Sm	nex No. 1 to the General Regulations for the Provision of Services by Electronic Means by okeD Spółka z ograniczoną odpowiedzialnością with its registered office in Białystok – laration of withdrawal from the contract	
Spó	nex No. 2 to the General Regulations for the Provision of Electronic Services by SmokeD Jka z ograniczoną odpowiedzialnością with its registered office in Białystok - Detailed gulations	20
Reg	gulations for the Provision of Electronic Services within the scope of the SmokeD Alerts	21
1.	Definitions	
2.	General provisions	
<u> </u>	Technical conditions for using the Application	
4 .	Access to the Application	
5.	Registration and logging in	
5. 6.	Application functionalities	
o. 7.	Miscellaneous	

-	ulations for the Provision of Electronic Services in the scope of the SmokeD Alerts Pro plication	26
1.	Definitions	26
2.	General provisions	27
3.	Technical conditions for using the Application	27
4.	Access to the Application	28
5.	Registration and logging in	28
6.	Application functionalities	29
7.	Miscellaneous	30
-	ulations for the Provision of Electronic Services in the scope of the SmokeD Desktop plication	31
1.	Definitions	31
2.	General provisions	32
3.	Technical conditions for using the Application	32
4.	Access to the Application	33
5.	Registration and logging in	33
6.	Application functionalities	34
7.	Miscellaneous	35
-	ulations for the Provision of Electronic Services within the scope of the SmokeD Drone L plication	
1.	Definitions	35
2.	General provisions	36
3.	Technical conditions for using the Application	37
4.	Access to the Application	37
5.	Registration and logging in	38
6.	Application functionalities	39
7.	Miscellaneous	39
-	ulations for the Provision of Electronic Services within the scope of the SmokeD Web plication	40
1.	Definitions	40
2.	General provisions	41
3.	Technical conditions for using the Application	41
4.	Access to the Application	42
5.	Registration and logging in	43
6.	Application functionalities	43
7.	Miscellaneous	44

1. Definitions

The following phrases used in these Regulations have the following meaning unless otherwise stated directly in the Regulations themselves:

- 1. **Products** some services provided by the Service Provider as part of or in connection with the Users' use of the SmokeD System. Currently available products are:
 - a. SmokeD Alerts application
 - b. SmokeD Alerts Pro application
 - c. SmokeD Desktop application
 - d. SmokeD Drone Lite application
 - e. SmokeD Web application
- 2. SmokeD Alerts application a free mobile application that is part of the SmokeD System, which enables to receive alerts informing about the detection of a fire hazard, sent by a Video Device, and allows the use of other functionalities described in the Terms and Conditions of the SmokeD Alerts application.
- **3.** SmokeD Alerts Pro application a mobile application that is a part of the SmokeD System, which enables to receive alerts informing about the detection of a fire hazard, sent by a Video Device, and allows for the use of other functionalities described in the Terms and Conditions of the SmokeD Alerts Pro application.
- **4. SmokeD Desktop application** a web application that is part of the SmokeD System, enabling real-time preview and analysis of the video image recorded by the Video Device and allowing for the use of other functionalities described in the Terms and Conditions of the SmokeD Desktop application.
- **5. SmokeD Drone Lite application** a mobile application that is part of the SmokeD System, enabling real-time preview and analysis of the video image recorded by the Video Device (a drone supported by the application) and enabling the use of other functionalities described in these Regulations.
- 6. SmokeD Web application a web application that is part of the SmokeD System, enabling realtime preview and analysis of the video image recorded by the Video Device and enabling the use of other functionalities described in these Regulations.
- 7. **Distributor** an entity dealing with the sale, assembly and service of Video Devices, authorized by the Service Provider.
- 8. Newsletter a service that consists in sending by the Service Provider to the User information containing content related to the industry in which the Service Provider operates, including commercial content, in particular concerning the services offered by the Service Provider.
- **9.** SmokeD Software original back-end software owned by the Service Provider, used to detect smoke in an image recorded via Video Devices and sending information to the Service Provider's external server. The software is part of the SmokeD System, and its use by the User takes place through individual Products.

- **10. Website** (s) websites located at: <u>https://www.smokedetectionsystem.com/</u> and <u>https://smokedsystem.com/</u> run by the Service Provider, through which it provides some services specified in the Regulations. When used in the plural, it refers to any web page. When used in the singular, it refers to one of the websites, depending on the context.
- **11. SmokeD System** Early fire detection system owned by the Service Provider. The SmokeD system as a functional whole consists of the following elements: Video Devices, SmokeD Software and Products.
- **12. Regulations** this document in the currently applicable version, constituting the Regulations for the provision of services by electronic means, referred to in Artice 8 of the Act on the provision of electronic services of 18 July 2002 (consolidated text, Journal of Laws of 2020, Item 344), in the scope of services provided by the Service Provider through the Websites and Products.
- **13. Regulations** Regulations and Detailed Regulations.
- **14. Detailed Regulations** Regulations constituting attachments to these Regulations, containing different, detailed provisions regarding the use of the Products.
- **15.** Agreement an agreement for the provision of electronic services concluded between the Service Provider and the User, on the basis of the Regulations, regulating the rules of using the Services by the User.
- **16.** Video device SmokeD Detector, Manta FPS61HD camera or a drone (compatible with the list of drones supported by the SmokeD System) with SmokeD Software installed, which is part of the SmokeD System, used for video recording of the selected area and detecting the presence of smoke in that area.
- **17. Service**(**s**) services provided electronically to the User by the Service Provider, as part of the Websites or Products, described in the Regulations. When used in the plural, it refers to each of these services. When used in the singular, it refers to one of the services, depending on the context.
- 18. Service Provider a Polish law company operating under the name of SmokeD Spółka z ograniczoną odpowiedzialnością with its registered office in Białystok, at ul. Warszawska 6/32, 15-062 Białystok, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Białystok, 12th Commercial Division of the National Court Register under the number: 0000834083, NIP: 9662138073, REGON: 385796213, share capital PLN 9 250.00, electronic address: biuro@smokedsystem.com; office@smokedsystem.com.
- **19.** Account an individualized IT record created by the Service Provider for the User in order to use selected Services and collect the necessary information for this purpose. Access to the Account is provided by the login, which is the e-mail address given during registration and the password .
- **20.** Consumer a natural person who performs a legal transaction with the entrepreneur not directly related to his business or professional activity.
- **21. Illegal Content** the content specified in Article 4 of the Regulations
- **22.** Act on the provision of services by electronic means the Act on the provision of services by electronic means of 18 July 2002 (consolidated text, Journal of Laws of 2020, Item 344).
- **23.** User a natural person with full legal capacity, and in cases provided for by generally applicable regulations, also a natural person with limited legal capacity, using or intending to use the Services.
- 24. Webinar on-line training organized by the Service Provider for Users.

2. General provisions

1. In accordance with the requirements of the Act on the provision of services by electronic means, the Service Provider:

SmokeD spółka z ograniczoną odpowiedzialnością with the registered office in Białystok, at ul. Warszawska 6/32, 15-062 Białystok, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Białystok, 12th Commercial Division of the National Court Register under the number: 0000834083, NIP: 9662138073, REGON: 385796213, share capital PLN 9 250.00, electronic address: <u>biuro@smokedsystem.com</u>, <u>office@smokedsystem.com</u>

establishes these Regulations for the provision of electronic services.

- 2. These Regulations define the rules and technical conditions for the provision of electronic services by the Service Provider via the Websites and Products, subject to paragraph 3 below.
- 3. Detailed rules and technical conditions for the provision of electronic services by the Service Provider via the Products are set out in the Detailed Regulations. For the provision of electronic services by the Service Provider via the Products, in matters not covered by the Detailed Regulations, these Regulations shall apply accordingly. In the event of discrepancies between the Regulations and the Detailed Regulations, the provisions of the Detailed Regulations shall prevail. Detailed Regulations constitute annexes to these Regulations.

The Service Provider publishes an up-to-date list of Detailed Regulations:

- a. Terms and Conditions of Use of the SmokeD Alerts application
- b. Terms and Conditions of Use of the SmokeD Alerts Pro application
- c. Terms and Conditions of Use of the SmokeD Desktop application
- d. Terms and Conditions of Use of the SmokeD Drone Lite application
- e. Terms and Conditions of Use of the SmokeD Web application
- 4. Before using the Services, each User is obliged to read the Regulations (and if they use Products with Detailed Regulations). By starting to use the Services, the User confirms that the User has read the Regulations and that fully accepts its terms.
- 5. Each User is obliged to comply with the provisions of the Regulations from the moment of taking steps to use the Services.
- 6. Each User is obliged to comply with the prohibition on providing Illegal Content, referred to in Article 4 of the Regulations.
- 7. Unless otherwise stated directly in the Regulations, the Services are provided by the Service Provider.
- 8. Enabling the use of the Websites and Products constitutes the provision of electronic services by the Service Provider within the meaning of the Act on the provision of electronic services. The services are provided under the Agreement concluded between the Service Provider and the User, the content of which is determined by the provisions of the Regulations.

- 9. The Regulations are free of charge, and are constantly made available to Users on the website <u>https://www.smokedetectionsystem.com/ regulations</u>, through which Users can obtain, reproduce and record its content.
- 10. The regulations define, among others:
 - a. the types and scope of the Services provided
 - b. conditions for the provision of Services, including:
 - i. technical requirements necessary for cooperation with the ICT system used by the Service Provider
 - ii. prohibition of providing illegal content by the user
 - c. conditions for concluding and terminating contracts for the provision of Services
 - d. complaint procedure.

3. Information on threats and cookies

- 1. The use of electronic services (such is the nature of services provided via the Websites and Products) is associated with the occurrence of specific risks to which every User who decides to use such services is exposed. These threats result from the fact that the Websites, Products and other Services exist and function in the Internet. Threats are potential and independent of the Service Provider and may occur despite the Service Provider's use of a security infrastructure.
- 2. Examples of threats to which Users are exposed include:
 - a. *malware* which produces harmful, criminal or malicious activity in relation to the ICT system user, in particular: (i) virus, (ii) worms, (iii) *wabbits*, (iv) *backdoors* (v) spyware, (vi) exploits, (vii) rootkits, (viii) keyloggers, (ix) ransomware
 - b. receiving spam electronically
 - c. *phishing* a method of online fraud, which consists in impersonating another person or institution in order to obtain specific information (e.g. login details , credit card details), means of payment or trick the victim of fraud to specific actions.
- 3. In order to protect themselves against the threats referred to in Section 1, Users should in particular:
 - a. use anti-virus software and *firewall* software,
 - b. constantly update anti-virus software and web browser,
 - c. not to open e-mail attachments of unknown origin,
 - d. read the licenses of installed applications,
 - e. regularly scan devices with antivirus and malware scanners,
 - f. when paying electronically, make sure that the data transmission is encrypted,

- g. use an original system and applications from a legal source,
- h. exercise particular caution while using the network, especially when contacting any software or files of unknown origin.
- 4. Up-to-date information on the function and purpose of the software or data that is not a component of the content of the Services, entered into the ICT system used by the User (cookies), is included in the Privacy Policy available on the Websites.

4. No Illegal Content

- 1. The User using the Services is obliged to comply with the rules of social coexistence and act only in a manner consistent with generally applicable law and morality as well as generally accepted rules of conduct relating to all Internet users, which are intended to protect their interests and the interests of third parties (Netiquette).
- 2. The User is obliged to use the Services in accordance with their intended purpose.
- 3. The User is strictly prohibited from providing, posting, publishing, displaying, sharing, storing, uploading to the Websites or Products or via them Unlawful Content.
- 4. Illegal Content is any information or activities that are inconsistent with or in violation of the principles and values set out in paragraph 1 above. Examples of Illegal Content are:
 - a. profanity and content constituting "hate speech",
 - b. messages constituting a hidden advertisement,
 - c. links to other websites,
 - d. texts from third parties having the nature of a work within the meaning of the Act on Copyright and Related Rights, unless such publication will be within the limits of the quotation,
 - e. illegal content, in particular content that infringes in any way the rights obtained by third parties, including without limitation the rights to trademarks, company marks and designations of origin, copyrights of third parties,
 - f. content that violates personal rights of third parties,
 - g. content constituting a form of a crime or an offense against public order, or violating private rights, as well as containing content that promotes, encourages or offers instructions regarding illegal activities, in particular hacking, *cracking* or *phreacking*, etc.,
 - h. Content that includes software, information or other materials that contain viruses,, trojans, data that contain "bugs", or other harmful or damaging elements.
- 5. The User is responsible to the extent and on the terms specified in the provisions of generally applicable law for damage caused to the Service Provider or third parties as a result of failure to comply with the prohibition referred to in Section 3.
- 6. The Service Provider is not required to verify and does not verify the content provided by Users via the Websites and Applications, subject to Section 7 below.

- 7. The Service Provider is entitled to block and delete content provided by Users if it deems it illegal.
- 8. Each User should notify the Service Provider of the fact that they have noticed Illegal Content during or while using the Services.
- 9. The User is obliged to refrain from any actions that may disrupt the proper functioning of the Services, in particular from interfering with the content of the Websites or Products in a manner inconsistent with the Regulations or the provisions of law.

5. Types and scope of Services

- 1. The Service Provider provides the following types of Services:
 - a. access to the Websites and the ability to view their content, including blog entries,
 - b. contact form with the possibility of sending any text message to the Service Provider,
 - c. Newsletter,
 - d. Webinar,
 - e. Products (described in more detail in the Detailed Regulations).

6. Technical conditions for the provision of Services

- 1. In order to use the Services, the User must meet the following technical requirements:
 - a. have access to the end device (desktop computer, laptop, smartphone, tablet, etc.),
 - b. have access to the Internet,
 - c. have access to a web browser (such as Google Chrome, Mozilla Firefox, Opera, Internet Explorer, Microsoft Edge, Safari or other similar) in the current version,
 - d. have cookies enabled (in the browser on the end device), and plugins that enable the use of Java, JavaScript, Adobe Flash,
 - e. have any software that blocks the operation of the programs specified in point d) turned off.

7. General conditions for the provision of Services

- 1. All Users may use the Websites.
- 2. An Account is not required to use the Websites.
- 3. The Service Provider provides the Services free of charge.
- 4. The Service Provider undertakes to provide Services electronically via the Websites, in accordance with the Regulations.

- 5. The Service Provider does not guarantee the faultless operation of the Services throughout the term of the Agreement.
- 6. The Service Provider will make every effort to ensure that the Services are provided on a continuous basis. The Service Provider reserves that there may be interruptions in the functioning of the Services in order to update data, correct errors and perform other maintenance works, as well as for other reasons beyond the Service Provider's control (such as force majeure, acts or omissions of third parties for which the Service Provider is not responsible, etc.) about which, as far as technically possible, it will inform the Users in an accessible manner, in particular by placing an appropriate message on the Websites.
- 7. It is forbidden to download the content of databases made available on the Websites or in Products and other Services and reuse them in whole or in a significant part in terms of quality or quantity, unless otherwise stipulated in the Regulations. It is not allowed to use the resources and functions of the Websites, Products or Services for the purpose of conducting commercial activity by the User or such that would infringe the interests of the Service Provider.
- 8. The Service Provider reserves that all materials available on the Websites, in Products or Services (in particular graphics, texts, photos, videos), and not coming from the User, are subject to protection provided for in particular by the Act on Copyright and Related Rights or other relevant provisions on the protection of the creator's activity when these materials come from a User residing outside the territory of the Republic of Poland. The User has the right to use them only within the permitted personal use. Copying, reproduction, distribution on the Internet and other forms of using the materials on the Website or in the Product, exceeding the limits permitted by law, is prohibited. These rules apply, unless otherwise stated in the Regulations.
- 9. In the event that the Service Provider in order to provide services requires the User's personal or contact data, the User is obliged to provide true information. The User is obliged to immediately notify the Service Provider about the change of the above-mentioned data.
- 10. The use of the Services is possible 7 days a week, 24 hours a day

8. Conditions for concluding and terminating contracts for the provision of electronic services

- 1. The conclusion of the contract for the provision of Services takes place when the User starts to use a given Service, subject to the differences provided for in the Regulations or Detailed Regulations. By starting to use a given Service, the User declares that the User accepts these Regulations, i.e. has read its content and undertakes to comply with it.
- 2. The contract for the provision of Services is terminated when the User ceases to use the Services, perform the Service or at the end of the period of publication of the content within the scope of the Service.

9. Newsletter

- 1. The Newsletter service is provided periodically and the frequency of sending the Newsletter depends on the Service Provider's discretion.
- 2. The Newsletter service is provided via e-mail to the e-mail address provided by the User.
- 3. The Newsletter service is provided free of charge for an indefinite period.

- 4. Activation of the Newsletter Service requires:
 - a. entering one of the Websites,
 - b. placing an order for subscribing to the Newsletter by providing an e-mail address in the subscription form to which the content covered by the Newsletter will be sent,
 - c. accepting these Regulations by selecting the checkbox "I accept the Newsletter Regulations" (or a button containing similar information),
 - d. ordering the subscription to the Newsletter by clicking the "Order the Newsletter" button (or the button containing similar information), which is tantamount to the User's consent to the sending of marketing and commercial content.
- 5. When the Newsletter is activated, the agreement between the Service Provider and the User, the subject of which is the provision of the Newsletter service on the terms described in these Regulations is concluded.
- 6. Newsletter deactivation is possible at any time and does not require giving a reason. For this purpose, the User should submit a deactivation order by clicking the "Unsubscribe from the Newsletter" button (or the button containing similar information) which is included in every message sent by the Service Provider as part of the Newsletter service.
- 7. The Newsletter may be deactivated on the basis of the Service Provider's decision in the event of non-compliance by the User with the Regulations or the law.
- 8. Upon deactivation of the Newsletter, the Service Provider shall immediately cease sending the Newsletter.
- 9. The deactivation of the Newsletter does not prevent its reactivation by the same User.

10. Webinar

- 1. The Webinar service is provided periodically and the frequency of organizing Webinars depends on the Service Provider's decision.
- 2. The Webinar service is provided via the Zoom (or other similar) messenger, which the User may use via a link through a web browser.
- 3. The Webinar service is provided free of charge, unless otherwise stated in the information provided on the website. In such a situation, the Service Provider prepares and makes available separate rules of the Webinar, regulating the rules of participation by the User.
- 4. Participation in the Webinar requires:
 - a. entering one of the Websites,
 - b. providing an e-mail address and name in the webinar subscription form,
 - c. accepting these Regulations by selecting the checkbox "I accept the Webinar Regulations" (or the button containing similar information),
 - d. subscribing to a Webinar by clicking the "Sign up to Webinar" button (or a button containing similar information).

- 5. After the subscription is made, the User will receive a confirmation of the subscription to the Webinar. At that moment, an agreement is concluded between the Service Provider and the User, the subject of which is the organization of a Webinar on the terms described in these Regulations.
- 6. The User may at any time, until the start of the Webinar, resign from the service by sending a declaration of such content to the Service Provider at the following e-mail address: <u>biuro@smokedsystem.com</u> or via the Contact Form.
- 7. Resignation from a Webinar does not prevent the same User from re-subscribing to the same Webinar.
- 8. The Service Provider may provide the possibility of interacting with the speaker or other Users through communication in the form of a chat.
- 9. The User undertakes to use the service in accordance with the law, without infringing the rights and reputation of third parties.
- 10. The Service Provider can record, share and archive the course of the Webinar.
- 11. If, during the Webinar, the User discloses information that constitute the secret of the User's company or data that is protected under separate provisions, the User is obliged to inform the Service Provider about it. Until such information is provided, the Service Provider is entitled to take actions indicated in paragraph 10 without any liability to the User or third parties.
- 12. The Service Provider reserves the right to introduce, for important reasons, changes to the Webinar program or technical conditions of its organization, which will not constitute a breach of the Regulations.

11. Principles of responsibility

- 1. The Service Provider and the User are obliged to compensate for the damage suffered by the other party as a result of non-performance or improper performance of their obligations under the Regulations, unless their non-performance or improper performance was a consequence of circumstances for which the party is not responsible.
- 2. The Service Provider is not responsible for any damage resulting from:
 - a. the provision of Illegal Content by the User or a third party,
 - b. preventing the User from using the Services due to the fact that the User has posted Illegal Content in the Services,
 - c. actions or omissions of Users using the Services inconsistent with the Regulations, including in particular providing false or incomplete personal data by the User,
 - d. actions of third parties using the Services in an unauthorized or unlawful manner,
 - e. circumstances for which the Service Provider is not responsible (force majeure, acts and omissions of third parties, etc.).

12. Complaints regarding the Services

- 1. The User has the right to lodge a complaint if the User considers that the Service Provider does not provide the Services in accordance with the accepted obligations.
- 2. Filing a complaint is possible via e-mail to the following e-mail address: <u>biuro@smokedsystem.com; office@smokedsystem.com</u> or via the contact form on the Website.
- 3. In the content of the complaint, the User should:
 - a. provide identification data (at least name and surname),
 - b. indicate what the complaint concerns (describe any irregularities in the provision of the Service with an indication of the exact date and time of their occurrence),
 - c. indicate a possible request.
- 4. Submitting a complaint that does not contain the information referred to in Section 3 points a and b makes it impossible to consider it. Complaints that do not contain this information will not be considered.
- 5. Complaints will be considered on the basis of the Regulations and the provisions of generally applicable law.
- 6. Complaints will be considered in the order in which they are received.
- 7. The Service Provider will make every effort to respond to the complaint within 30 days from the date of its receipt.

13. Withdrawal from the Agreement

- 1. Within 14 days from the conclusion of the Agreement for the provision of the Service in accordance with the Regulations, the User who is a Consumer may withdraw from it without giving any reason, in particular by submitting an appropriate statement to the Service Provider. An exemplary model of the declaration of withdrawal is attached as Annex 1 to the Regulations. The User may also use the model withdrawal form provided in Annex 2 to the Consumer Rights Act. The declaration of withdrawal does not have to be submitted on any of the templates or forms.
- 2. The User may submit a declaration of withdrawal from the contract via the Contact Form available on the website: http://smokedsystem.com; smokedetectionsystem.com; via e-mail to the e-mail address: office@smokedsystem.com; or by sending a signed statement to the Service Provider's address provided in these Regulations.
- 3. In order to keep the deadline for withdrawing from the contract, it is enough to send information regarding the exercise of the User's right to withdraw from the contract before the deadline to withdraw from the contract.
- 4. In the event of withdrawal from this contract, the Service Provider shall reimburse the User (if incurred) all payments received, including the costs of delivering the goods (except for additional costs resulting from the method of delivery selected by the User other than the cheapest standard delivery method offered by us), immediately, and at any time no later than 14 days from the date on which the Service Provider was informed about the User's decision to exercise the right to withdraw from this contract.

- 5. The reimbursement will be made using the same payment methods that were used by the User in the original transaction, unless the User expressly agreed to a different solution; in any event, the User will not incur any fees in connection with this reimbursement.
- 6. Sections 1 to 5 above apply also to natural persons concluding a contract directly related to their business activity, if the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity. In other cases, the right of withdrawal is completely excluded.

14. License Terms

- 1. These license conditions apply to the Products, unless otherwise stated in the Detailed Regulations or the individual agreement for the use of the SmokeD System concluded between the User and the Service Provider.
- 2. Under the terms of these Regulations, the Service Provider grants the User a territorially unlimited, time-limited, free, non-transferable, non-exclusive license for non-commercial use of the Products on a single User's end device ("License"). The User's rights to use previous versions of Products other than the current version shall expire upon receipt or possession of the latest version of the Product installed on the User's end device.
- 3. The Service Provider, as the Licensor, provides the User with the license key to which the License is assigned:
 - a. in the case of the SmokeD Desktop application the Service Provider, as the Licensor, provides the User with the hardware key to which the License is assigned;
 - b. in the case of other Products (excluding the free SmokeD Alerts Application), the Service Provider, as the Licensor, provides the User with a license key in text form, which is then assigned to the application on the User's end device.
- 4. The license covers the following fields of use:
 - a. non-commercial use of the Products in accordance with their intended use, in accordance with the provisions of the Regulations,
 - b. making a backup of data from the Products.
- 5. The license is granted for the period of using a given Product and is valid from the moment of installing and accepting the Regulations until the Product is removed from the end device. You may terminate this License by removing the Product from your Device. This License will automatically and immediately expire without notice to the User if the User fails to comply with any of the provisions or conditions of the Regulations or in the event of the expiration or termination of the Agreement for the provision of electronic services. The User agrees to this condition and accepts it. In such event, you must immediately remove or destroy all copies of the Product, all related materials and all of its components.
- 6. All rights to use the Products are granted only on the basis of a license, under the conditions set out in these Regulations. The User does not receive any shares or ownership rights to the Products. The Service Provider retains all intellectual property rights to the Products. Any use of, or access to, the Products is subject to the terms and conditions of these Terms and Conditions and applicable intellectual property rights. Unless otherwise specified in the contract, the Service Provider reserves all rights to the Products.

- 7. The User is prohibited from: (i) decompiling, disassembling, attempting to obtain the source code for the Products, decrypting it, or applying reverse engineering to them; (ii) distributing, copying, renting, publishing the Products or making any modifications, adapting, improving or translating them, or attempting to create derivative works based on them or sublicensing them (iii) removing, changing or concealing any information regarding proprietary rights (including information on copyrights or trademarks) of the Service Provider or its affiliates, partners, suppliers or licensors of the Service Provider or otherwise concealing or modifying Products; (iv) installing, using or permitting the existence of Products on more than one (1) end device at any given time or on any other mobile device or computer, other than by separate purchase/download of Products, each of which is separately licensed (however, this limitation does not limit the User's right to reinstall the Product on the specific Device for which it was downloaded); (v) using the Products in connection with unauthorized, illegal, counterfeit or modified hardware or software; (vi) violating the laws, regulations, statutes or rights of the Service Provider or third parties in connection with access to or use of the Products by the User; (vii) obtaining Products other than through the Service Provider's authorized distribution methods; or (viii) using the Products in any way other than in accordance with the License.
- 8. All content and materials provided or transmitted by the User via or to the Products in any form or medium are deemed "User Materials". The User represents and warrants that he has the right to use and transmit User Materials from the User's end device. By generating, transmitting or posting in any form or on any medium any User Materials through the Products, the User hereby grants the Service Provider and third parties responsible for the maintenance and development of the Products designated by the Service Provider, in an express and indefinite manner, irrevocable, free, worldwide and non-exclusive a license to adapt, modify, format, delete, translate, transmit or use User Materials, without any obligation, notification or compensation to the User, solely for the purpose of transmitting, using, displaying, sharing or otherwise processing User Materials via the Products, including sending, displaying, sharing with other Users in a situation where the functionality of the Products enables the User to share the User's Materials by the User or the Service Provider with other Users. This license is granted to the Service Provider and the entities referred to in the preceding sentence to use the User Materials in connection with the Products and any later versions or modifications to their content. The Service Provider does not assume ownership of the User Materials.
- 9. The User acknowledges that the Service Provider may modify, adapt, format and otherwise change or use the User's Materials in order to comply with standards, protocols, formats and requirements consistent with the Products, display, transfer, use, share or otherwise process these materials.

15. Principles of personal data processing

The rules for the processing of Users' personal data by the Service Provider are set out in the Privacy Policy available on the Website.

16. Information on Out-of-Court Methods of Redressing Claims

- 1. The Service Provider publishes information about the possibility for the User to use out-of-court complaint and redress methods as well as the rules of access to these procedures, although the User is not obliged to use such methods. This information cannot be treated as an obligation of the Service Provider to use such methods, nor as a clause or a mediation or arbitration clause.
- 2. Detailed information on the possibility for the User who is a Consumer to use out-of-court means of dealing with complaints and redress as well as the rules of access to these procedures are available at the offices and on the websites of poviat (municipal) consumer ombudsmen, social

organizations whose statutory tasks include consumer protection, Voivodeship Inspectorates of the Trade Inspection 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/sprawy_indywidualne.php http://www.uokik.gov.pl/wazne_adresy.php

- 3. The User who is a Consumer has the following exemplary possibilities of using extrajudicial means of dealing with complaints and redress:
 - a. The User is entitled to apply to a permanent amicable consumer court referred to in Article 37 of the Act on the Trade Inspection, of 15 December 2000 with a request to settle a dispute arising from the concluded Agreement. The regulations for the organization and operation of permanent consumer courts of arbitration are specified in the ordinance of the Minister of Justice on the rules of organization and operation of permanent arbitration courts at voivodship inspectors of trade inspection of 6 July 2017.
 - b. The user is entitled to apply to the provincial inspector of Trade Inspection, in accordance with Article 36 of the Act on the Trade Inspection of 15 December 2000, with a request to initiate mediation proceedings on the amicable settlement of the dispute between the Customer / User and the Seller / Service Provider. Information on the rules and procedure of the mediation procedure conducted by the provincial inspector of the Trade Inspection is available at the premises and on the websites of individual Provincial Inspectorates of the Trade Inspection.
 - c. The User may obtain free assistance in resolving a dispute between the Customer / User and the Seller / Service Provider, also using the free assistance of a poviat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association Polish Consumers).
 - 4. A user from an EU country other than Poland may obtain detailed information on extrajudicial methods of dealing with complaints and redress as well as the rules of access to these procedures via the website:

https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints_en

5. At the website address: <u>http://ec.europa.eu/consumers/odr</u>, there is a platform of an online system aimed at resolving disputes between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or contract for the provision of services

17. Miscellaneous

- 1. These Regulations have been drawn up in two language versions: Polish and English. In the event of language discrepancies, the Polish version shall prevail.
- 2. These Regulations are governed by Polish law.
- 3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the act on the provision of electronic services; the Consumer Rights Act of 30 May 2014; and other relevant provisions of generally applicable law.

- 4. The choice of Polish law does not deprive the Consumer of the protection granted to them on the basis of provisions that cannot be excluded by contract under the law of the country in which the Consumer resides, provided that the entrepreneur: (1) carries out their business or professional activity in the country where the consumer resides; or (2) by any means, directs such activities to that country or to several countries including that country, and the contract falls within the scope of such activities.
- 5. Pursuant to Article 6 Section 2 of the Rome I Regulation, the Service Provider selects the Polish law as applicable to contracts concluded with Users, including contracts for the provision of Services. Polish law implements Directive 2011/83/EU of October 2014, which unifies European regulations in the field of distance contracts, including via the Internet. The Service Provider will respect the more favorable right of Consumers under the law of the consumer's habitual residence.
- 6. The Service Provider reserves the right to:
 - a. send to Users' e-mail addresses legal, technical and transactional messages regarding the operation of the Services, including in particular information about changes to the Regulations,
 - b. transfer the rights to the Websites or Products to another entity.
- 7. The User bears the costs resulting from the use of electronic communication means necessary to use the Services according to the price list of the operator providing telecommunications services to the User.
- **8.** The Service Provider is entitled to unilaterally amend the Regulations at any time. The Service Provider will inform the User about any changes to the Regulations by placing visible information on the Websites or in the Products. The User will be obliged to apply the provisions of the new Regulation, unless the User terminates it by submitting an appropriate statement to the Service Provider within 14 days from the date of publishing the notification about the change in the Regulation.

Annex No. 1 to the General Regulations for the Provision of Services by Electronic Means by SmokeD Spółka z ograniczoną odpowiedzialnością with its registered office in Białystok – Declaration of withdrawal from the contract

- 1. The Service Provider informs that the declaration does not have to be made on the form, but it must contain data enabling the identification of the person submitting the contract, the contract from which the person withdraws, and clearly indicating the intention to withdraw.
- 2. Declaration template:

- TEMPLATE-

"DECLARATION OF WITHDRAWAL FROM THE CONTRACT

Addressee: SmokeD Spółka z ograniczoną odpowiedzialnością based in Białystok,

- I / We (*) hereby inform about my/our withdrawal from the contract for the sale of the following items (*) contract for the supply of the following items (*) contract for specific work consisting in the performance of the following items (*) / for the provision of the following service (*):

.....

- *Date of conclusion of the contract* (*) / *receipt* (*):

- *Name and surname of the consumer(s):*
- Address of the consumer(s):
- Signature of the consumer(s) (only if the form is sent in paper version):
- Date of preparation:
- (*) Delete as appropriate."

- TEMPLATE -

Annex No. 2 to the General Regulations for the Provision of Electronic Services by SmokeD Spółka z ograniczoną odpowiedzialnością with its registered office in Białystok - Detailed Regulations

Regulations for the Provision of Electronic Services within the scope of the SmokeD Alerts Application

Version 1.0 dated ...

Current version

1. Definitions

The following phrases used in these Regulations have the following meaning, unless otherwise stated directly in the Regulations. Words used in these Regulations written with a capital letter, and not listed below, have the meaning given in the General Regulations.

- 1. **Alert** information about a detected fire, received by the User via the SmokeD Alerts Application in real time, which consists of a photo from a Video Device with a detected fire, a photo with a map, which shows the estimated location of the detected fire and a short description of the event.
- 2. **SmokeD Alerts Application** a mobile application that is part of the SmokeD System, which enables receiving Alerts and enables the use of other functionalities described in these Regulations.
- 3. **Account** an individualized IT record created by the Service Provider for the User in order to use the SmokeD Alerts Application and collect the necessary information for this purpose. Access to the Account is provided by the login, which is the e-mail address provided during registration and the password.
- 4. **Observer** has the meaning given in the Regulations for the Provision of Electronic Services as part of the SmokeD Web Application.
- 5. **Regulations** this document in the currently applicable version, constituting the Regulations for the provision of electronic services, referred to in Article 8 of the Act on the provision of electronic services of 18 July 2002 (consolidated text, Journal of Laws of 2020, Item 344), in the scope of services provided by the Service Provider via the SmokeD Alerts Application.
- 6. **General Regulations** General Regulations for the Provision of Electronic Services by SmokeD, spółka z ograniczoną odpowiedzialnością with the registered office in Białystok, in the currently applicable version.
- 7. **Contract** a contract for the use of the SmokeD Alerts Application, which is an agreement for the provision of electronic services, concluded between the Service Provider and the User, on the basis of the Regulations and General Regulations.

- 8. **SmokeD System Contract** a contract concluded individually by the User and the Service Provider or Distributor, which regulates the purchase or use of Video Devices and SmokeD Software by the User and the payment for these services.
- 9. **Private Video Device** a Video Device not made available by the User in public view to other Users of the SmokeD System.
- 10. **Public Video Device** a Video Device made available by the User in public view to other Users of the SmokeD System.
- 11. Service a service consisting in accessing and using the Smoke D Alerts Application.
- 12. User a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity, using or intending to use the SmokeD Alerts Application.
- 13. User Dispatcher has the meaning given in the Regulations for the Provision of Electronic Services as part of the SmokeD Web Application.

2. General provisions

1. In accordance with the requirements of the Act on the provision of electronic services, the Service Provider:

SmokeD Spółka z ograniczoną odpowiedzialnością with the registered office in Białystok, at ul. Warszawska 6/32, 15-062 Białystok, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Białystok, 12th Commercial Division of the National Court Register under the number: 0000834083, NIP: 9662138073, REGON: 385796213, share capital PLN 9,250.00, electronic address: <u>biuro@smokedsystem.com</u>; <u>office@smokedsystem.com</u>

establishes these Regulations for the provision of electronic services.

- 2. These Regulations define the rules and technical conditions for the provision of electronic services by the Service Provider via the SmokeD Alerts Application, subject to paragraph 3 below.
- 3. For the provision of electronic services by the Service Provider via the SmokeD Alerts Application, in matters not covered by these Regulations, the General Regulations shall apply accordingly. In the event of a conflict between the provisions of the General Regulations and these Regulations, the provisions of these Regulations shall prevail.
- 4. Before using the Services, each User is required to read these Regulations and the General Regulations. By starting to use the Services, the User confirms that the User has read these Regulations and the General Regulations and fully accepts their terms.
- 5. Each User is obliged to comply with the provisions of the Regulations and the General Regulations from the moment of taking the steps to use the Services.
- 6. The Regulations are constantly made available to Users free of charge on the website https://www.smokedetectionsystem.com/regulamin from where Users can obtain, reproduce and record its content.

3. Technical conditions for using the Application

- 1. In order to use the SmokeD Alerts Application, the User must meet the following technical requirements:
 - a. have access to an end device with an Android operating system not older than 7.0 or IOS not older than 10.2.
 - b. have access to the Internet
 - c. have an active e-mail address and access to the e-mail messenger.

4. Access to the Application

- 1. The SmokeD Alerts application is available to all Users
- 2. The conclusion of the contract for the provision of electronic services in the use of the SmokeD Alerts Application takes place when the User starts using this application, subject to the acceptance of the Regulations.
- 3. The contract between the Service Provider and the User is concluded for a definite period, i.e. for the time of the User's use of the SmokeD Alerts Application.
- 4. The contract for the provision of Services is terminated as a result of its termination by the User, the Service Provider or the termination of the provision of the Service by the Service Provider, and in situations explicitly indicated in the Regulations. In the event of termination of the Agreement, the User is obliged to stop using the Services upon termination of the Agreement.
- 5. The User may terminate the Contract at any time without giving any reason by uninstalling the SmokeD Alerts Application from the User's end device. The termination is effective immediately. Uninstalling the SmokeD Alerts Application does not automatically delete the Account. In order to delete the Account, the User should follow Article 5 Section 12 of the Regulations.
- 6. The Service Provider may terminate the Contract for a valid reason by submitting a notice of termination to the User. The termination is effective immediately. The following reasons are considered as valid:
 - a. violation of the law by the User or violation of the rights of third parties, including the violation of proprietary or personal copyrights,
 - b. User's breach of the terms of the license granted for the Application,
 - c. actions by the User that violate or threaten the security of the Service Provider's IT system,
 - d. breach by the User of the provision or provisions of the Regulations or the General Regulations,
 - e. if it is required on the basis of a court decision or a decision of a public authority.

5. Registration and logging in

1. The SmokeD Alerts application can be downloaded for free from the Google Play online store (for devices with the Android operating system) and the AppStore (for devices with the IOS operating system).

- 2. To start using the SmokeD Alerts Application, it is necessary to install the application on the end device (running on Android or IOS), via an installation file downloaded from the Google Play online store and the AppStore.An Account is required to use the SmokeD Alerts Application.
- 3. An Account is required to use the SmokeD Alerts application.
- 4. In order to independently create an Account, after opening the application, the User will be asked to provide an e-mail address and password in the registration form.
- 5. The obligation of the User is to provide the data that is true, consistent with the actual state and to protect it against access by unauthorized persons. It is forbidden to make your Account available to other Users and third parties, as well as to use Accounts belonging to other Users.
- 6. The e-mail address and password provided are data for logging into the SmokeD Alerts Application.
- 7. The User Dispatcher may log in to the application using the login data in the SmokeD Web Application.
- 8. In order to log into the SmokeD Desktop Application, the User should provide login details in the SmokeD Alerts Application login form.
- 9. The User's login details are private and confidential, the Service Provider has no access to the password, and the User should exercise due diligence to protect them against access by unauthorized persons.
- 10. The User may independently change the password in the settings in the SmokeD Alerts Application.
- 11. When logging in for the first time, the User will be asked to accept the Regulations, General Regulations and Privacy Policy.
- 12. The User may at any time decide to remove the Account. It should be remembered that the removal of the Account by the User results in the inability to use the SmokeD Alerts Application and the termination of the Contract. In order to delete the Account, the User should contact the Service Provider and submit a request to remove their Account. The account will be removed immediately after receiving such a request from the User, no later than within 7 days from the date of its receipt.

6. Application functionalities

- 1. The main function of the SmokeD Alerts application is to inform Users via Alerts about detected fires from cameras from Video Devices along with an indication of the location of the fire.
- 2. Through the SmokeD Alerts Application, the User may use the following functionalities:
 - a. setting up, access to and maintenance of an Account,
 - b. live access to the image from Public Video Devices and Private Video Devices, (Private Video Devices if the User has been added to the device as an Observer),
 - c. receiving alerts from Public Video Devices and Private Video Devices (Private Video Devices if the User has been added to the device as an Observer)
 - d. selection of Private Video Devices from which the User Dispatcher wants to receive Alerts
 - e. setting the time frame for receiving Alerts.

7. Miscellaneous

In matters not expressly regulated in these Regulations, the provisions of the General Regulations shall apply accordingly.

Regulations for the Provision of Electronic Services in the scope of the SmokeD Alerts Pro Application

Version 1.0 dated ...

Current version

1. Definitions

The following phrases used in these Regulations have the following meaning, unless otherwise stated directly in the Regulations themselves. Words used in these Regulations written with a capital letter, and not listed below, have the meaning given in the General Regulations.

- 1. Alert information about a detected fire, received by the User via the SmokeD Alerts Pro Application in real time, which consists of a photo from a Video Device with a detected fire and a photo with a map, where the estimated location of the detected fire is marked.
- 2. SmokeD Alerts Pro Application a mobile application that is part of the SmokeD System, which enables receiving Alerts and enables the use of other functionalities described in these Regulations.
- **3.** Account an individualized IT record created by the Service Provider for the User in order to use the SmokeD Alerts Pro Application and collect the necessary information for this purpose. Access to the Account is provided by the login, which is the e-mail address given during registration and the password.
- 4. **Regulations** this document in the currently applicable version, constituting the Regulations for the provision of electronic services, referred to in Article 8 of the Act on the provision of electronic services of 18 July 2002 (consolidated text, Journal of Laws of 2020, Item 344), in the scope of services provided by the Service Provider via the SmokeD Alerts Pro Application.
- 5. **General Regulations** General Regulations for the Provision of Electronic Services by SmokeD spółka z ograniczoną odpowiedzialnością with the registered office in Białystok, in the currently applicable version.
- 6. **Contract** a contract for the use of the SmokeD Alerts Pro Application, which is a contract for the provision of electronic services, concluded between the Service Provider and the User, on the basis of the Regulations and General Regulations.
- 7. **SmokeD System Agreement** an agreement concluded individually by the User and the Service Provider or Distributor, which regulates the purchase or use of the Video Device, SmokeD Software by the User and the payment for these services.

- 8. **Private Video Device** a Video Device not made available by the User in public view to other Users of the SmokeD System.
- **9. Public Video Device** a Video Device made available by the User in public view to other Users of the SmokeD System.
- 10. **Service** a service consisting in the provision of access to and use of the Smoke D Alerts Pro Application.
- 11. User a natural person with full legal capacity, and in cases provided for by generally applicable regulations, also a natural person with limited legal capacity, using or intending to use the SmokeD Alerts Pro Application, who concluded the SmokeD System Contract.

2. General provisions

1. In accordance with the requirements of the Act on the provision of electronic services, the Service Provider:

SmokeD Spółka z ograniczoną odpowiedzialnością with the registered office in Białystok, located at ul. Warszawska 6/32, 15-062 Białystok, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Białystok, 12th Commercial Division of the National Court Register under the number: 0000834083, NIP: 9662138073, REGON: 385796213, share capital PLN 9,250.00, electronic address: biuro@smokedsystem.com; office@smokedsystem.com

establishes these Regulations for the provision of electronic services.

- 2. These Regulations define the rules and technical conditions for the provision of electronic services by the Service Provider via the SmokeD Alerts Pro Application, subject to paragraph 3 below.
- 3. In matters not covered by these Regulations, the General Regulations shall apply accordingly to the provision of electronic services by the Service Provider via the SmokeD Alerts Pro Application. In the event of a conflict between the provisions of the General Regulations and these Regulations, the provisions of these Regulations shall prevail.
- 4. Before using the Services, each User is required to read these Regulations and the General Regulations. By starting to use the Services, the User confirms that the User has read these Regulations and the General Regulations and fully accepts their terms.
- 5. Each User is obliged to comply with the provisions of the Regulations and the General Regulations from the moment of taking the steps to use the Services.
- 6. The Regulations are free of charge and constantly made available to Users on the website https://www.smokedetectionsystem.com/regulamin from where Users can obtain, reproduce and record its content.

3. Technical conditions for using the Application

- 1. In order to use the SmokeD Alerts Pro Application, the User must meet the following technical requirements:
 - a. have access to an end device with the Android operating system, version not older than 7.0

- b. have access to the Internet
- c. have an active e-mail address and access to an e-mail communicator.

4. Access to the Application

- 1. The SmokeD Alerts Pro application is available only to Users who have concluded a SmokeD System Contract.
- To conclude a SmokeD System Contract, please contact the Service Provider or Distributor individually via: the contact form on the Websites, an email sent to the following address: <u>biuro@smokedsystem.com; office@smokedsystem.com</u>.
- 3. The conclusion of the contract for the provision of electronic services in the use of the SmokeD Alerts Pro Application takes place when the User starts using this application, subject to the acceptance of the Regulations.
- 4. The contract between the Service Provider and the User is concluded for a definite period of the User's use of the SmokeD Alerts Pro Application.
- 5. The contract for the provision of Services is terminated as a result of its termination by the User, the Service Provider or the termination of the provision of the Service by the Service Provider, and in situations explicitly indicated in the Regulations. In the event of termination of the Contract, the User is obliged to stop using the Services upon termination of the Contract.
- 6. The User may terminate the Contract at any time without giving any reason by uninstalling the SmokeD Alerts Pro Application from the User's end device. The termination is effective immediately. Uninstalling the SmokeD Alerts Pro Application does not automatically remove the Account. In order to remove the Account, the User should follow Article 5 Section 13 of the Regulations.
- 7. The Service Provider may terminate the Contract for a valid reason by submitting a notice of termination to the User. The termination is effective immediately. The following reasons are considered as valid:
 - a. violation of the law by the User or violation of the rights of third parties, including the violation of proprietary or personal copyrights,
 - b. User's breach of the terms of the license granted for the Application,
 - c. actions undertaken by the User that violate or threaten the security of the Service Provider's IT system,
 - d. User's breach of the provisions or provisions of the Regulations or the General Regulations,
 - e. if it is required on the basis of a court decision or a decision of a public authority.

5. Registration and logging in

1. The installation file of the SmokeD Alerts Pro Application is provided to the User in apk format. after the conclusion of the SmokeD System Contract.

- 2. To start using the SmokeD Alerts Pro Application, it is necessary to install the application on the end device, via an installation file provided to the User by the Service Provider after the conclusion of the SmokeD System Contract.
- 3. An Account is required to use the SmokeD Alerts Pro Application.
- 4. An account is created for the User by an employee of the Service Provider after the conclusion of the SmokeD System Contract. For this purpose, the User will be asked by the Service Provider's employee to provide an e-mail address.
- 5. The obligation of the User is to provide the data that is true, consistent with the actual state and to protect them against access by unauthorized persons. It is forbidden to make the Account available to other Users and third parties, as well as to use Accounts belonging to other Users.
- 6. Within 24 hours from the conclusion of the SmokeD System Contract, the User will be sent to the e-mail address provided with the login details, which are also used to activate the Account. After entering the SmokeD Alerts Pro Application for the first time, the User should enter the received login details in the form and confirm the activation of the Account with the "Register" button (or with a similar meaning). After activating the Account, a text license key will be sent to the e-mail address provided by the User.
- 7. The provided e-mail address and password (automatically generated or own) are data for logging in to the SmokeD Alerts Pro Application.
- 8. In order to log in to the SmokeD Desktop Application, the User should provide the login details in the login form in the application.
- 9. The User's login details are private and confidential, the Service Provider has no access to the password, and the User should exercise due diligence to protect them against access by unauthorized persons.
- 10. When logging in for the first time, the User will be asked to read and accept the Regulations, General Regulations and Privacy Policy.
- 11. After logging in to the SmokeD Alerts Pro Application for the first time, the User should enter the received license key in the form to activate full access to the SmokeD Alerts Pro Application.
- 12. The User may independently change the password in the settings of the SmokeD Alerts Pro Application.
- 13. The User may at any time decide to remove the Account. It should be remembered that the removal of the Account by the User results in the inability to use the SmokeD Alerts Pro Application and the termination of the Agreement. In order to remove the Account, the User should contact the Service Provider and submit a request to remove his Account. The account will be removed immediately after receiving such a request from the User, not later than within 7 days from the date of its receipt.

6. Application functionalities

- 1. The main function of the SmokeD Alerts Pro application is to inform Users via Alerts about detected fires from cameras from Video Devices along with an indication of the location of the fire.
- 2. Through the SmokeD Alerts Pro Application, the User may use the following functionalities:

- a. setting up, access to and maintenance of an Account,
- b. live access to video from Public and Private Video Devices,
- c. receiving Alerts,
- d. selection of the image from which Video Devices the Alerts are to apply to,
- e. sending Alert message outside of the Application via text message SMS or e-mail or publishing it on social media,
- f. access to an interactive map of Public and Private Video Devices, with the possibility of zooming in and out, containing a Forest Numerical Map (LMN) layer with labels.

7. Miscellaneous

In matters not expressly regulated in these Regulations, the provisions of the General Regulations shall apply accordingly.

Regulations for the Provision of Electronic Services in the scope of the SmokeD Desktop Application

Version 1.0 dated ...

Current version

1. Definitions

The following phrases used in these Regulations have the following meaning, unless otherwise stated directly in the Regulations themselves. Words used in these Regulations written with a capital letter, and not listed below, have the meaning given in the General Regulations.

- 1. **SmokeD Desktop Application** a desktop application that is part of the SmokeD System, enabling real-time preview and analysis of the video image recorded by the Video Device and enabling the use of other functionalities described in these Regulations.
- 2. Account an individualized IT record created by the Service Provider for the User in order to use the SmokeD Desktop Application and collect the necessary information for this purpose. Access to the Account is provided by the login, which is the e-mail address given during registration and the password.
- 3. **Regulations** this document in the currently applicable version, constituting the Regulations for the provision of electronic services, referred to in art. 8 of the Act of July 18, 2002 on the provision of electronic services (i.e. Journal of Laws of 2020, item 344), in the scope of services provided by the Service Provider via the SmokeD Desktop Application.
- 4. **General Regulations** General Regulations for the Provision of Electronic Services by SmokeD, spółka z ograniczoną odpowiedzialnością based in Białystok, in the currently valid version.
- 5. **Contract** a contract for the use of the SmokeD Desktop Application, which is an agreement for the provision of electronic services, concluded between the Service Provider and the User on the basis of the Regulations and the General Regulations.
- 6. **SmokeD System Contract** a contract concluded individually by the User and the Service Provider or Distributor, which regulates the purchase or use of the Video Device, SmokeD Software by the User and the payment for these services.
- 7. Video device SmokeD Detector, Manta FPS61HD camera or a drone (compatible with the list of drones supported by the SmokeD System) with SmokeD Software installed, which is part of the SmokeD System, used for video recording of a selected area and detecting smoke in that area.
- **8.** Service a service consisting in granting the access to and use of the SmokeD Desktop Application.

9. User – a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity, using or intending to use the SmokeD Desktop Application, who concluded the SmokeD System Contract.

2. General provisions

1. In accordance with the requirements of the Act on the provision of electronic services, the Service Provider:

SmokeD Spółka z ograniczoną odpowiedzialnością with the registered office in Białystok, located at ul. Warszawska 6/32, 15-062 Białystok, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Białystok, 12th Commercial Division of the National Court Register under the number: 0000834083, NIP: 9662138073, REGON: 385796213, share capital PLN 9,250.00, e-mail address: <u>biuro@smokedsystem.com</u>; office@smokedsystem.com

establishes these Regulations for the provision of electronic services.

- 2. These Regulations define the rules and technical conditions for the provision of electronic services by the Service Provider via the SmokeD Desktop Application, subject to paragraph 3 below.
- 3. In matters not covered by these Regulations, the General Regulations shall apply accordingly to the provision of electronic services by the Service Provider via the SmokeD Desktop Application. In the event of a conflict between the provisions of the General Regulations and these Regulations, the provisions of these Regulations shall prevail.
- 4. Before using the Services, each User is required to read these Regulations and the General Regulations. By starting to use the Services, the User confirms that the User has read these Regulations and the General Regulations and fully accepts their terms.
- 5. Each User is obliged to comply with the provisions of the Regulations and the General Regulations from the moment of taking the steps to use the Services.
- 6. The Regulations are free of charge and constantly made available to Users on the website https://www.smokedetectionsystem.com/regulamin from where Users can obtain, display and record its content.

3. Technical conditions for using the Application

- 1. In order to use the SmokeD Desktop Application, the User must meet the following technical requirements:
 - a. have access to the end device (desktop computer, laptop, smartphone, tablet, etc.),
 - b. have access to the Internet,
 - c. have access to a web browser (such as Google Chrome, Mozilla Firefox, Opera, Internet Explorer, Microsoft Edge, Safari or other similar) in the current version,
 - d. have cookies enabled (in the browser on the end device), and plugins that enable the use of Java, JavaScript, Adobe Flash,

- e. have the software that blocks the operation of the programs specified in point d) turned off,
- f. have an active e-mail address and access to the e-mail messenger.

4. Access to the Application

- 1. The SmokeD Desktop application is available only to Users who have concluded a SmokeD System Contract.
- 2. To conclude a SmokeD System Contract, please contact the Service Provider or Distributor individually via: the contact form on the Websites, an email sent to the following address: <u>biuro@smokedsystem.com</u>; office@smokedsystem.com.
- 3. The conclusion of the contract for the provision of electronic services consisting in the use of the SmokeD Desktop Application takes place when the User starts using this application, subject to the acceptance of the Regulations.
- 4. The contract between the Service Provider and the User is concluded for a definite period, i.e. the time of the User's use of the SmokeD Desktop Application and its content is determined by the provisions of the Regulations.
- 5. The contract for the provision of Services is terminated as a result of its termination by the User, the Service Provider or the termination of the provision of the Service by the Service Provider, and in situations explicitly indicated in the Regulations. In the event of termination of the Contract, the User is obliged to stop using the Services upon termination of the Contract.
- 6. The User may terminate the Agreement at any time without giving any reason by uninstalling the SmokeD Desktop Application from the User's end device. The termination is effective immediately. Uninstalling the SmokeD Alerts Pro Application does not automatically remove the Account. In order to remove the Account, the User should follow Article 5 Section 13 of the Regulations.
- 7. The Service Provider may terminate the Contract for a valid reason by submitting a notice of termination to the User. The termination is effective immediately. The following reasons are considered as valid:
 - a. violation of the law by the User or violation of the rights of third parties, including the violation of proprietary or personal copyrights,
 - b. User's breach of the terms of the license granted for the Application,
 - c. actions undertaken by the User that violate or threaten the security of the Service Provider's IT system,
 - d. User's breach of the provision or provisions of the Regulations or the General Regulations,
 - e. if it is required on the basis of a court decision or a decision of a public authority.

5. Registration and logging in

1. The installation file of the SmokeD Desktop Application is delivered to the User together with the hardware key after the conclusion of the SmokeD System Contract.

- 2. To start using the SmokeD Desktop Application, it is necessary to install the application on the end device (computer), using the hardware key provided to the User by the Service Provider, after the conclusion of the SmokeD System Contract.
- 3. The use of the SmokeD Desktop Application is possible only through a dongle that must be permanently connected to the end device while using the application.
- 4. It is required to have an Account to use the SmokeD Desktop Application.
- 5. An account is created for the User by an employee of the Service Provider after the conclusion of the SmokeD System Agreement. For this purpose, the User will be asked by the Service Provider's employee to provide an e-mail address.
- 6. The obligation of the User is to provide the data is true, consistent with the actual state and to protect it against access by unauthorized persons. It is forbidden to make the Account available to other Users and third parties, as well as to use Accounts belonging to other Users.
- 7. Within 24 hours from the conclusion of the SmokeD System Contract, the User will receive a message to the e-mail address provided, containing an automatically generated login password. After logging in to the SmokeD Desktop Application for the first time, the User should change the automatically generated password to the password of the User's choice.
- 8. The provided e-mail address and password (automatically generated or own) are data for logging in to the SmokeD Desktop Application.
- 9. In order to log into the SmokeD Desktop Application, the User should provide the login details in the login form located in the SmokeD Desktop Application.
- 10. The User's login details are private and confidential, the Service Provider has no access to the password, and the User should exercise due diligence to protect them against access by unauthorized persons.
- 11. When logging in for the first time, the User will be asked to accept the Regulations and the Privacy Policy.
- 12. The User may independently change the password in the settings in the SmokeD Desktop Application.
- 13. The User may at any time decide to remove the Account. It should be remembered that the removal of the Account by the User results in the inability to use the SmokeD Desktop Application and the termination of the Contract. In order to remove the Account, the User should contact the Service Provider and submit a request to remove the Account. The account will be removed immediately after receiving such a request from the User, not later than within 7 days from the date of its receipt.

6. Application functionalities

- 1. The main function of the SmokeD Desktop Application is the automatic detection of smoke in a given area based on the image from one or more cameras, owing to the continuous and autonomous analysis of the area covered by the observation. If smoke is detected the system locates it without user intervention and sends a sound signal and information on the screen of the observer (User), and stores and saves information about the event, i.e. the time of danger and azimuth area on which the event occurred for later analysis.
- 2. Through the SmokeD Desktop Application, the User may use the following functionalities:

- a. setting up, access to and maintenance of a Customer Account,
- b. live access to the image from Video Devices,
- c. the ability to manually control the Video Device,
- d. the ability to define areas excluded from the analysis of the Video Device,
- e. the ability to define the route of the Video Device head,
- f. the ability to adjust the sensitivity of the algorithm responsible for smoke detection,
- g. saving an image from a Video Device along with metadata,
- h. determining the location of the point where the fire was identified,
- i. cooperation and exchange of data with other users of the SmokeD System,
- j. access to a numerical map of the observed area,
- k. cooperation with the external application mLas Inżynier to exchange information,
- 1. overlaying the actual image from the camera with additional, artificially generated objects, e.g. maps.

7. Miscellaneous

In matters not expressly regulated in these Regulations, the provisions of the General Regulations shall apply accordingly.

Regulations for the Provision of Electronic Services within the scope of the SmokeD Drone Lite Application

Version 1.0 dated ...

Current version

1. Definitions

The following phrases used in these Regulations have the following meaning, unless otherwise stated directly in the Regulations themselves. Words used in these Regulations written with a capital letter, and not listed below, have the meaning given in the General Regulations.

- 1. **SmokeD Drone Lite Application** a mobile application that is part of the SmokeD System, enabling real-time preview and analysis of the video image recorded by the Video Device (a drone supported by the Application) and enabling the use of other functionalities described in these Regulations.
- 2. Account an individualized IT record created by the Service Provider for the User in order to use the SmokeD Desktop Application and collect the necessary information for this purpose. Access to the Account is provided by the login, which is the e-mail address given during registration and the password.
- 3. **Regulations** this document in the currently applicable version, constituting the Regulations for the provision of electronic services, referred to in art. 8 of the Act on the provision of electronic services of 18 July 2002 (consolidated text, Journal of Laws of 2020, Item 344), in the scope of services provided by the Service Provider via the SmokeD Drone Lite Application.
- 4. **General Regulations** General Regulations for the Provision of Electronic Services by SmokeD, Spółka z ograniczoną odpowiedzialnością with the registered office in Białystok, in the currently applicable version.
- 5. **Contract** a contract for the use of the SmokeD Drone Lite Application, which is a contract for the provision of electronic services, concluded between the Service Provider and the User on the basis of the Regulations and General Regulations.
- 6. SmokeD Drone Lite System Contract a contract concluded individually by the User and the Service Provider or Distributor, which regulates the User's use of SmokeD Software in configuration with the SmokeD Drone Lite Application, and the payment for these services.
- 7. Video Device a drone owned by the User, with SmokeD Software installed, which is a part of the SmokeD System, used for video recording of an image from a selected area and for detecting the presence of smoke in that area. The list of drones supported by the SmokeD Drone Lite Application can be obtained from the Service Provider by contacting them at one of the electronic addresses provided in these Regulations or via the contact form available on the Website.
- 8. **Service** a service consisting in granting the access to and use of the SmokeD Drone Lite Application.
- 9. User a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity, using or intending to use the SmokeD Drone Lite Application, who concluded the SmokeD Drone Lite System Contract.

2. General provisions

1. In accordance with the requirements of the Act on the provision of electronic services, the Service Provider:

SmokeD Spółka z ograniczoną odpowiedzialnością with the registered office in Białystok, located at ul. Warszawska 6/32, 15-062 Białystok, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Białystok, 12th Commercial Division of the National Court Register under the number: 0000834083, NIP: 9662138073, REGON: 385796213, share capital PLN 9,250.00, e-mail address: <u>biuro@smokedsystem.com;</u> office@smokedsystem.com.

establishes these Regulations for the provision of electronic services.

- 2. These Regulations define the rules and technical conditions for the provision of electronic services by the Service Provider via the SmokeD Drone Lite Application, subject to paragraph 3 below.
- 3. In matters not covered by these Regulations, the General Regulations shall apply accordingly to the provision of electronic services by the Service Provider via the SmokeD Drone Lite Application,. In the event of a conflict between the provisions of the General Regulations and these Regulations, the provisions of these Regulations shall prevail.
- 4. Before using the Services, each User is required to read these Regulations and the General Regulations. By starting to use the Services, the User confirms that the User has read these Regulations and the General Regulations and that he fully accepts their terms.
- 5. Each User is obliged to comply with the provisions of the Regulations and the General Regulations from the moment of taking the steps to use the Services.
- 6. The Regulations are free of charge and constantly made available to Users on the website <u>https://www.smokedetectionsystem.com/regulamin</u> from where Users can obtain, display and record its content.

3. Technical conditions for using the Application

- 1. In order to use the SmokeD Drone Lite Application, the User must meet the following technical requirements:
 - a. have access to an end device with the Android operating system in a version not earlier than 5.1 or,
 - b. have access to the Internet,
 - c. have an active e-mail address and access to the e-mail messenger,
 - d. in the case of installing the SmokeD Drone Lite Application on DJI Crystalsky or DJI Smart Controller devices, have the Google Play Services and Google Play Store applications installed.

4. Access to the Application

- 1. The SmokeD Desktop application is available only to Users who have concluded the SmokeD Drone Lite System Contract.
- 2. To conclude a SmokeD Drone Lite System Contract, you must individually contact the Service Provider or Distributor via: the contact form on the Website or an email sent to the following address: <u>biuro@smokedsystem.com</u>; office@smokedsystem.com.
- 3. The conclusion of the contract for the provision of electronic services consisting in the use of the SmokeD Drone Lite Application takes place when the User starts using this application, subject to the acceptance of the Regulations.
- 4. The Contract between the Service Provider and the User is concluded for a definite period, i.e. the time of the User's use of the SmokeD Drone Lite Application.
- 5. The Contract for the provision of Services is terminated as a result of its termination by the User, the Service Provider or the termination of the provision of the Service by the Service Provider,

and in situations explicitly indicated in the Regulations. In the event of termination of the Contract, the User is obliged to stop using the Services upon termination of the Contract.

- 6. The User may terminate the Contract at any time without giving any reason by uninstalling the SmokeD Drone Lite Application from the User's end device. The termination is effective immediately. Uninstalling the SmokeD Drone Lite Application does not automatically remove the Account. In order to remove the Account, the User should follow Art. 5 point 12 of the Regulations.
- 7. The Service Provider may terminate the Contract for a valid reason by submitting a notice of termination to the User. The termination is effective immediately. The following reasons are considered as valid:
 - a. violation of the law by the User or violation of the rights of third parties, including the violation of proprietary or personal copyrights,
 - b. User's breach of the terms of the license granted for the Application,
 - c. actions undertaken by the User that violate or threaten the security of the Service Provider's IT system,
 - d. User's breach of the provision or provisions of the Regulations or the General Regulations,
 - e. if it is required on the basis of a court decision or a decision of a public authority.

5. Registration and logging in

- 1. The installation file of the SmokeD Drone Lite Application is provided to the User in apk format. after the conclusion of the SmokeD Drone Lite System Contract.
- 2. To start using the SmokeD Drone Lite Application, it is necessary to install the application on the end device, via an installation file provided to the User by the Service Provider.
- 3. An Account is required to use the SmokeD Desktop Application.
- 4. An account is created for the User by an employee of the Service Provider after the conclusion of the SmokeD Drone Lite System Agreement. For this purpose, the User will be asked by the Service Provider's employee to give an e-mail address.
- 5. The obligation of the User is to provide the data that is true, consistent with the actual state and protect them against access by unauthorized persons. It is forbidden to make the Account available to other Users and third parties, as well as to use Accounts belonging to other Users.
- 6. Within 24 hours from the conclusion of the SmokeD Drone Lite System Contract and the provision of an e-mail address, the User will receive a message to the e-mail address provided with login details, which are also used to activate the Account. After entering the SmokeD Drone Lite Application for the first time, the User should enter the received login details in the form and confirm the activation of the Account with the "Register" (or similar) button. After activating the Account, a text license key will be sent to the e-mail address provided by the User.
- 7. In order to log in to the SmokeD Drone Lite Application, the User should provide login details in the form after entering the SmokeD Drone Lite Application.

- 8. The User's login details are private and confidential, the Service Provider has no access to the password, and the User should exercise due diligence to protect them against access by unauthorized persons.
- 9. When logging in for the first time, the User will be asked to accept the Regulations and the Privacy Policy.
- 10. After logging in to the SmokeD Drone Lite Application for the first time, the User should enter the received license key in the form to activate full access to the SmokeD Drone Lite Application.
- 11. The User can independently change the password in the settings in the SmokeD Drone Lite Application.
- 12. The User may at any time decide to remove the Account. It should be remembered that the removal of the Account by the User results in the inability to use the SmokeD Drone Lite Application and the termination of the Contract. In order to remove the Account, the User should contact the Service Provider and submit a request to remove their Account. The Account will be removed immediately after receiving such a request from the User, not later than within 7 days from the date of its receipt.

6. Application functionalities

- 1. The main function of the SmokeD Drone Lite Application is the automatic detection of smoke in a given area based on the image from the drone's camera, owing to the continuous and autonomous analysis of the area covered by the observation. If smoke is detected the system locates it without user intervention and sends a sound signal and information on the screen observer (User), and stores and saves information about the event, i.e. the time of danger and azimuth area on which there was an event for later analysis.
- 2. Through the SmokeD Drone Lite Application, the User may use the following functionalities:
 - a. setting up, access to and maintenance of an Account,
 - b. live access to the image from Video Devices,
 - c. the ability to manually control the Video Device,
 - d. the ability to define the route of the Private Video Device head,
 - e. saving an image from a Video Device along with metadata,
 - f. determining the location of the point where the fire was identified,
 - g. cooperation and data exchange with other users of the SmokeD System,
 - h. access to a numerical map of the observed area,

7. Miscellaneous

In matters not expressly regulated in these Regulations, the provisions of the General Regulations shall apply accordingly.

Regulations for the Provision of Electronic Services within the scope of the SmokeD Web Application

Version 1.0 dated ...

Current version

1. Definitions

The following phrases used in these Regulations have the following meaning, unless otherwise stated directly in the Regulations. Words used in these Regulations written with a capital letter, and not listed below, have the meaning given in the General Regulations.

- 1. **SmokeD Web** Application a web application that is part of the SmokeD System, enabling realtime preview and analysis of the video image recorded by the Video Device and enabling the use of other functionalities described in these Regulations.
- 2. **Institution's Account** an individualized IT record created by the Service Provider for the User in order to use the SmokeD Web Application and collect the necessary information for this purpose. Access to the Account is provided by the login, which is the e-mail address given during registration and the password.
- 3. **Dispatcher's Account** an individualized IT record created by the User for the User Dispatcher in order to use some of the functionalities of the SmokeD Web Application and to collect the necessary information for this purpose. The Dispatcher's Account is an account dependent on the Institute's Account.
- 4. **Observer** a person who is a User of the SmokeD Alerts Application, to whom the User has granted access to the Private Video Device.
- 5. **Regulations** this document in the currently applicable version, constituting the Regulations for the provision of electronic services, referred to in art. 8 of the Act on the provision of electronic services of 18 July 2002 (consolidated text, Journal of Laws of 2020, Item 344), in the scope of services provided by the Service Provider via the SmokeD Web Application.
- 6. **General Regulations** General Regulations for the Provision of Electronic Services by SmokeD, spółka z ograniczoną odpowiedzialnością based in Białystok, in the currently applicable version.
- 7. **Contract** a contract for the use of the SmokeD Web Application, which is a contract for the provision of electronic services, concluded between the Service Provider and the User on the basis of the Regulations and General Regulations.
- 8. **SmokeD System Contract** a contract concluded individually by the User and the Service Provider or Distributor, which regulates the purchase or use of the Video Device, SmokeD Software by the User and the payment for these services.

- 9. **Private Video Device** a Video Device not made available by the User in public view to other Users of the SmokeD System.
- 10. **Public Video Device** a Video Device made available by the User in public view to other Users of the SmokeD System.
- 11. Service a service consisting in granting access to and use of the SmokeD Web Application.
- 12. User a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity, using or intending to use the SmokeD Web Application, who concluded the SmokeD System Contract.
- 13. User Dispatcher a person for whom the User has created a Dispatcher's Account

2. General provisions

1. In accordance with the requirements of the Act on the provision of electronic services, the Service Provider.

SmokeD Spółka z ograniczoną odpowiedzialnością with the registered iffuce in Białystok, at ul. Warszawska 6/32, 15-062 Białystok, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Białystok, 12th Commercial Division of the National Court Register under the number: 0000834083, NIP: 9662138073, REGON: 385796213, share capital PLN 9,250.00, e-mail address: <u>biuro@smokedsystem.com</u>; office@smokedsystem.com

establishes these Regulations for the provision of electronic services.

- 2. These Regulations define the rules and technical conditions for the provision of electronic services by the Service Provider via the SmokeD Web Application, subject to paragraph 3 below.
- 3. In matters not covered by these Regulations, the General Regulations shall apply accordingly to the provision of electronic services by the Service Provider via the SmokeD Web Application. In the event of a conflict between the provisions of the General Regulations and these Regulations, the provisions of these Regulations shall prevail.
- 4. Before using the Services, each User is required to read these Regulations and the General Regulations. By starting to use the Services, the User confirms that the User has read these Regulations and the General Regulations and fully accepts their terms.
- 5. Each User is obliged to comply with the provisions of the Regulations and the General Regulations from the moment of taking the steps to use the Services.
- 6. The Regulations are free of charge and constantly made available to Users on the website https://www.smokedetectionsystem.com/regulamin from where Users can obtain, display and record its content.

3. Technical conditions for using the Application

- 1. In order to use the SmokeD Web Application, the User must meet the following technical requirements:
 - a. have access to the end device (desktop computer, laptop, smartphone, tablet, etc.),

- b. have access to the Internet,
- c. have access to a web browser (such as Google Chrome, Mozilla Firefox, Opera, Internet Explorer, Microsoft Edge, Safari or other similar) in the current version,
- d. have cookies enabled (in the browser on the end device), and plugins that enable the use of Java, JavaScript, Adobe Flash,
- e. have the software that blocks the operation of the programs specified in point d) turned off,
- f. have an active e-mail address and access to the e-mail messenger.

4. Access to the Application

- 1. The SmokeD Web application is available to Users who have concluded the SmokeD System Agreement.
- 2. To conclude a SmokeD System Contract, please contact the Service Provider or Distributor individually via: the contact form on the Websites, an email sent to the following address: <u>biuro@smokedsystem.com</u>; office@smokedsystem.com.
- 3. The use of the SmokeD Web Application is payable. The payment rules are regulated by the SmokeD System Contract.
- 4. The SmokeD Web application is available from the website at: <u>http://web.smokedsystem.com/</u>.
- 5. The conclusion of the contract for the provision of electronic services in the use of the SmokeD Web Application takes place when the User starts using this application, subject to the acceptance of the Regulations.
- 6. The contract between the Service Provider and the User is concluded for a definite period of the User's use of the SmokeD Web Application and its content is determined by the provisions of the Regulations.
- 7. The contract for the provision of Services is terminated as a result of its termination by the User, the Service Provider or the termination of the provision of the Service by the Service Provider, and in situations explicitly indicated in the Regulations. In the event of termination of the Contract, the User is obliged to stop using the Services upon termination of the Contract.
- 8. The User may terminate the Contract at any time without giving any reason. Termination of the Contract is tantamount to submitting a request to remove the Account. In order to terminate the Contract, the User should contact the Service Provider and submit a request to remove their Account. The Account will be removed immediately after receiving such a request from the User, not later than within 7 days from the date of its receipt.
- 9. The Service Provider may terminate the Contract for a valid reason by submitting a notice of termination to the User. The termination is effective immediately. The following are considered valid reasons:
 - a. violation of the law by the User or violation of the rights of third parties, including the violation of proprietary or personal copyrights,
 - b. User's breach of the terms of the license granted for the Application,

- c. actions by the User that violate or threaten the security of the Service Provider's IT system,
- d. User's breach of the provisions or provisions of the Regulations or the General Regulations,
- e. if it is required on the basis of a court decision or a decision of a public authority.

5. Registration and logging in

- 1. An Institution Account is required to use the SmokeD Web Application.
- 2. The Institution's Account is created for the User by an employee of the Service Provider after the conclusion of the SmokeD System Agreement. For this purpose, the User will be asked by the Service Provider's employee to provide an e-mail address.
- 3. The obligation of the User is to provide the data that is true, consistent with the actual state and protect them against access by unauthorized persons. It is forbidden to make your Account available to other Users and third parties, as well as to use Accounts belonging to other Users.
- 4. Within 24 hours from the conclusion of the SmokeD System Agreement and the provision of an e-mail address, the User will receive a message to the e-mail address provided, containing an automatically generated login and password. After logging in to the SmokeD Web Application for the first time, the User should change the automatically generated password to the password of their choice.
- 5. The provided e-mail address and password (automatically generated or your own) are data for logging in to the SmokeD Web Application.
- 6. In order to log in to the SmokeD Web Application, the User should provide login details in the login form located on the website <u>http://web.smokedsystem.com/</u>
- 7. The User's login details are private and confidential, the Service Provider has no access to the password, and the User should exercise due diligence to protect them against access by unauthorized persons.
- 8. When logging in for the first time, the User will be asked to accept the Regulations and the Privacy Policy.
- 9. The User can independently change the password in the settings in the SmokeD Web Application.
- 10. The User may at any time decide to remove the Institution's Account. It should be remembered that the removal of the Account by the User results in the inability to use the SmokeD Web Application, removal of the Dispatcher's Accounts, revocation of access to Private Devices by the Followers and termination of the Contract. In order to remove an Institution Account, the User should contact the Service Provider and submit a request to remove their Institute Account. The Institute's Account will be removed immediately after receiving such a request from the User, not later than within 7 days from the date of its receipt.

6. Application functionalities

- 1. The main function of the SmokeD Web Application is the automatic detection of smoke in a given area based on the image from one or several cameras, thanks to the continuous and autonomous analysis of the area covered by the observation. If smoke is detected, the system locates it and without user intervention sends a sound signal and information on the screen of the observer (user), and stores and saves information about the event, i.e. the time of danger and azimuth area on which there was an event for later analysis.
- 2. Through the SmokeD Web Application, the User may use the following functionalities:
 - a. establishing, accessing and maintaining the Institute Account and the Dispatcher's Account,
 - b. adding/removing Video Devices,
 - c. granting public or private status with the Video Device,
 - d. live access to video from Public and Private Video Devices,
 - e. receiving and managing alerts about the detection of fire threats,
 - f. setting, managing and turning off the sending of alerts to users of the SmokeD Alerts Application;
 - g. setting, managing and turning off the sending of alerts to third parties via mobile applications, text messages or e-mail;
 - h. granting/denying Observer's access to the image and Alerts from Private Video Devices;
 - i. access to a numerical map of the observed area,
 - j. overlaying the actual image from the camera with additional, artificially generated objects, e.g. maps.
 - k. SmokeD Software subscription status monitoring (detection service)
 - 1. sending orders for the extension of SmokeD Software subscription (detection services).

7. Miscellaneous

In matters not expressly regulated in these Regulations, the provisions of the General Regulations shall apply accordingly.