

# Terms & conditions

- I. **[Definitions]** describing the basic terms used in the Terms and Conditions (bolded below and in the text of the Terms and Conditions):
- i. **Tedee, Operator – Tedee Spółka z ograniczoną odpowiedzialnością** a limited liability company with its registered office in Warsaw at 2 Altowa Street, entered to the register of entrepreneurs of the National Court Register under the number 0000712451, register files of which are kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, NIP (tax identity number) 7010795542, REGON (statistical number): 369188621, with share capital amounting to PLN 2,400,000.
  - ii. **Client** – an adult natural person with full legal capacity, provided that the order may be physically placed by a minor (**the Minor**), but only under the supervision of the Client, who is his/her representative (e.g. parent or guardian) within the meaning of the applicable law. Client's and Minor's activities, including Transactions, are solely those of the Client, who is always a party to the agreements with Tedee.
  - iii. **Consumer** – is the Client who concludes the Transaction as a consumer within the meaning of the binding provisions of law.
  - iv. **Party** – a collective term referring to Tedee and the Client.
  - v. **Devices** – devices, including especially electronic locks, which Tedee presents to the Clients and which may be the subject of **the Transaction**, i.e. a sale agreement of a specific Device concluded between Tedee and the Client.
  - vi. **Commercial information** – information about the Devices, provided by Tedee. Commercial information does not constitute an “offer”, but only an “invitation to make an offer” by Tedee, as defined by binding provisions of law.
  - vii. **Services** – additional services provided by Tedee to the Clients at the given moment, along with Transactions relating to Devices, including:
    - Service of access to **the Application** – a digital software provided by Tedee, which may be made available to the Clients, among others, via Google Play and AppStore, intended for installation on a mobile device, which enables Clients to use **the Lock** – an intelligent lock, remote operation of which is enabled by the functionalities of the Application.
    - Lock installation service. Each Lock has an individual ID in the form of a QR code and a serial number.
  - viii. **Online Store / Store** – online store available at [www.tedee.com](http://www.tedee.com), administered by Tedee. The Store and its individual functionalities are made available on an “as is” basis, which means that the Client may use the Online Store and its functionalities in the scope and to the extent, as well as in the form, that are currently provided by Operator.
  - ix. **Data** – all information and data regarding the Client collected in relation to the use of the Online Store by the Client, including those provided directly, e.g. as part of the order form, as well as those collected using cookies and other similar technologies.

Especially, **Personal Data** – Data which are personal data within the meaning of the binding provisions of law, processed by Tedee. An always up-to-date information on the processing of Personal Data can be found in the Privacy Policy, which will always be available on the website or in the Application in a way enabling to obtain and reproduce it and save its content using the Client's ICT system.

- x. **Payment Operator** – an entity that executes payment transactions related to the payment of the Transaction amounts on the Client's payment order.

II. **[Transactions]**, i.e. the way of concluding Transactions between Tedee and the Client in the Online Store:

- i. **[Transaction]** A Transaction is concluded only between Tedee and the Client on the terms and conditions specified in the Terms and Conditions, in the detailed terms contained in the Commercial Information and in accordance with applicable law. In case of conflict between the Terms and Conditions and the terms contained in the Commercial Information, provisions of the Terms and Conditions shall prevail.
- ii. **[Offer]** The Client interested in concluding a Transaction for a specific Device shall make Tedee a purchase offer using the Transaction form available in the Store. Offers may be placed 7 days a week, 24 hours a day. The Transaction value specified in the Transaction form includes the price of the Device (gross price including value added tax {vat} and other taxes in the amount resulting from the applicable law). Before submitting an offer, the Client is informed about the price and any additional costs, if any, which (s)he will be obliged to incur in relation to concluding the Transaction (including the costs of delivery in the manner chosen by the Client within the available delivery methods in the Store or the costs of installing the Lock, if the installation service was chosen by the Client). After obtaining the above information, the Client selects the box described: "Order with payment obligation" or similar. An offer shall be deemed submitted after the Client has done the following: (i) filling in all fields of the Transaction form marked as obligatory and sending the form in accordance with the functionalities of the Store; (ii) accepting the terms and conditions of the Payment Operator and paying the Transaction value within the deadline and on the terms specified in the Store.
- iii. **[Installation Service]** The Service is related to the Transaction in such a way that when placing an offer to purchase a specific Device, the Client has a possibility to choose an additional service in form of installing the Lock. The Installation Service is provided by Tedee's subcontractor on the basis of a service agreement (hereinafter: "**Subcontractor Agreement**"). Rules of providing the installation service are available on the Store's website under the tab "Installation service".
- iv. **[Conclusion of Transaction]** Immediately after making an offer, the Client will receive, e.g. via means electronic of communication, a confirmation of the offer made along with information that the Payment Operator must confirm payment of the Transaction value. Payment confirmation by the Payment Operator of the Transaction value shall mean acceptance of the offer and conclusion – between the Client and Tedee – the Transaction covering the Devices specified in the offer. Immediately after conclusion of the Transaction, a confirmation of conclusion of

the Transaction and payment of the Transaction value is sent to the Client, e.g. via electronic communication.

- v. **[Settlement of Transaction]** The Payment Operator shall execute payment transactions related to the payment of the Transaction value on the Client's payment order, based on the terms specified by the Payment Operator especially in the Payment Operator's terms and conditions regarding the transfer of payments via the Payment Operator, taking into account provisions of the Terms and Conditions. Tedee shall not be obliged to pay to the Payment Operator any fees for the execution of payment transactions on the Client's payment order, related to the payment of the Transaction amount. The payment may be made using one of the payment methods made available to the Client. The currently available payment methods are shown in the Transaction form. If the Payment Operator for any reason is unable to execute a payment transaction on the Client's payment order, the Payment Operator will refund the payment amount to the Client on the terms specified by the Payment Operator in the relevant Terms and Conditions or other legal document made available by the Payment Operator.
- vi. **[Transaction Complaints]** Complaints about Tedee's non-execution or improper execution the Transaction may be submitted to the following email address: [support@tedee.com](mailto:support@tedee.com). The complaint will be considered within 14 days. The Client will be informed about the result of the complaint procedure by an email (sent back to the email address from which the complaint was lodged).
- vii. **[Information about the right of withdrawal]** According to the applicable provisions of law, the Consumer may withdraw from any agreement concluded at a distance, e.g. via the Online Store, within 14 days. In order to keep the deadline to withdraw from the agreement, it is enough for the Consumer to send the information about the withdrawal to the other party to the agreement before the expiry of the deadline (the template is attached to the Terms and Conditions). The right to withdraw from the agreement shall not be applicable in particular: (a) to the subject of the agreement with the properties specified by the Consumer in the order placed by him/her or closely related to his/her person, (b) if Tedee has fully executed the agreement before the Consumer's statement, (c) from the moment when Tedee has already started execution of the agreement for the benefit of the Consumer, of which the Consumer is additionally informed by an appropriate message, (d) in which the Consumer expressly requested that a representative of Tedee come to him/her for urgent repair or maintenance; if Tedee or its subcontractor provides additional services other than those which the Consumer has requested, or provides items other than spare parts necessary for performance of the repair or maintenance, the right of withdrawal shall be applicable to the Consumer with respect to additional services or items. In case of withdrawal from the agreement, payment ordered by the Consumer shall be returned no later than within 14 days directly to the account from which the payment was made.
- viii. **[Complaints regarding payment transactions]** Complaints regarding the execution of payment transactions by the Payment Operator shall be addressed by the Client directly to the Payment Operator in the manner and under the conditions specified by the Payment Operator. If the Client submits a complaint regarding

the execution of payment transactions to Tedee, Tedee will make efforts to forward the complaint to the Payment Operator.

- III. **[Data accuracy and verification]** The Client is obliged to provide only true Data. Providing false Data entitles Tedee to discontinue executing the Transaction immediately. Tedee reserves the right to verify the Data. Verification may include, among others, sending an email, to the email address provided while placing an order, which will be a confirmation of the order by the Client. If the Online Store is used by a person authorized by the Client, e.g. a Minor, the Client entrusts such person's data to Tedee for processing for the purposes described in [the Privacy Policy](#).
- IV. **[Technical requirements and conditions of use]**
- i. **[Technical requirements and support]** For the proper functioning of the Online Store, it is required to use a device with Internet access and with a web browser supporting cookies and JavaScript installed. The operator recommends using the latest versions of web browsers such as Google Chrome, Mozilla Firefox. If the Client uses versions of browsers other than the latest ones available, the Operator may not ensure that the Online Store will function properly (this applies especially to browsers in a version lower than one of 3 latest versions of a specific browser presented on [www.w3schools.com](http://www.w3schools.com) (statistics on the use of browsers worldwide). In addition, in the browser cannot have installed any extensions that may negatively affect operations of the Store. Shall you require technical support regarding operations of the Store, please contact us at [support@tedee.com](mailto:support@tedee.com) or via a communication system, if it was made available in the Online Store. The support referred to in the previous sentence will be provided without undue delay (if it happens that you don't receive an answer from us, please contact us again). Support does not include services not provided by the Operator. Support is provided on a *bona fidae* basis to ensure the proper functioning of the Store and therefore the Operator is under no circumstances obliged to provide it in individual cases. However, all Client comments are valuable to the Operator and help improve the tools of the Online Store.
  - ii. **[Prohibited activities]** The Client may use the Online Store only in accordance with the applicable provisions of law, the Terms and Conditions and current functionalities. All activities that are not expressly permitted by the Terms and Conditions are prohibited, including especially: (a) activities that may interfere with the functioning of the Store, including hindering access to functionalities or use them by other Clients, (b) use viruses, bots or other codes, files or programs (in particular those automating scripts and applications processes or other codes, files or tools); (c) otherwise present an imminent risk of harm to the Store or Tedee, (d) sending illegal content.
  - iii. **[Accessibility]** Although the Operator makes every effort to provide services at the highest level, unfortunately the Operator cannot exclude a possibility of temporarily suspending Store availability in case of a need for maintenance, inspection, replacement of equipment or in connection with a need to modernize or expand.

- V. **[Access to the Application]** The application will be available for downloading by the Clients in relation to the app stores selected by the Operator and belonging to third parties, including, among others, Google Play and AppStore. As a part of the Application, Tedee enables Clients to control the Lock remotely, as well as to view information and other content presented in the Application. Detailed terms of use of the Application are set out in [the terms and conditions of the Application](#).
- VI. **[Availability]** The Terms and Conditions are made available free of charge and continuously within the Online Store, in a way enabling to obtain and reproduce them and save content thereof at any time. The Terms and Conditions may be amended, which should be understood as a change of provisions affecting the rights or obligations of the Parties, because only the Terms and Conditions available in the Store at the time of conclusion of the Transaction shall apply to a specific Transaction.
- VII. **[Governing law]** Any disputes related to the Terms and Conditions or legal relations described therein shall be governed by the laws of Poland. The disputes should be subject to the jurisdiction of courts and authorities competent for the registered seat of Tedee, subject to unconditionally binding provisions of law (conflict of laws) and Consumer rights.
- VIII. **[Completeness]** Should any provision of the Terms and Conditions be amended or declared void by a decision of a competent authority or court, all other provisions of the Terms and Conditions shall remain in force and bind Tedee and the Client.
- IX. **[Promotions]** Tedee may conduct promotional activities on the terms set forth in the terms and conditions of a specific promotion. In such case, the terms and conditions of a specific promotion shall prevail over the provisions of the Terms and Conditions. Unless otherwise specified in the terms and conditions of the particular promotion, promotions are not combined.
- X. **[Entry into force]** The Terms and Conditions enter into force on the 11th of May 2020.

**Attachment no. 1.** *Template of a statement on withdrawal from the agreement*

**TEMPLATE OF A STATEMENT ON WITHDRAWAL FROM THE AGREEMENT**

**Date:** [please enter day, month, year]

**Service provider:** Tedee spółka z ograniczoną odpowiedzialnością, a limited liability company with its registered office in Warsaw (02-386), at 2 Altowa Street,

**Client:** [please enter name and surname, correspondence and electronic address]

**Statement:** I/We hereby inform about withdrawal from the following agreement [indication of the agreement] concluded on [conclusion date].

signature of the consumer(s)\*

(\*required solely in case of a hardcopy)