

# TERMS AND CONDITIONS

## Tedee Smart Check-In

1. **DEFINITIONS** describing the basic terms used in the Terms and Conditions (bolded below and in the text of the Terms and Conditions):

- 1) **Tedee** – Tedee Spółka z ograniczoną odpowiedzialnością, a limited liability company with its registered office in Warsaw at Karola Bohdanowicza 21/57 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, email [support@tedee.com](mailto:support@tedee.com), phone no.: (+48) 22 307 72 67.
- 2) **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. Unless otherwise indicated, all provisions concerning the Client shall also apply to the Consumer.
- 3) **Party** – a collective term referring to Tedee and the Client.
- 4) **Smart Check-In App** – digital, web application under the name “Tedee Smart Check In”, intended for devices using Windows, macOS, Android and iOS operating systems, allowing access to selected premises controlled by Tedee products for a specified period of time.
- 5) **Regulations** – these Tedee App Terms and Conditions

### 1. GENERAL RULES

#### I. USING THE SMART CHECK-IN APP

In order to access all functionalities of the Smart Check-In App, the Client, having first confirmed that he/she meets the technical requirements set out in Section IV of the Regulations, must read and accept the Regulations.

The contract for the provision of electronic service under the name of the Smart Check-In App for a specified period of time is concluded when the Client makes use of any of the functionalities of the Smart Check-In App for the first time.

## II. LIMITATIONS OF USE

The Client is entitled to benefit from the Smart Check-In App solely in a manner compliant with the provisions of the Regulations, binding provisions of law and with respect to any rights of third parties, and to the extent permitted by its functionalities available in the App at the given moment.

The Client may not in particular:

- a) use the Smart Check-In App for any purpose other than it's intended;
- b) use the Smart Check-In App on any other mobile platform that he/she do not own or control;
- c) decompile or reverse-engineer the Smart Check-In App , or attempt to do so;
- d) rent, lease, lend, sell, copy, reproduce, publish, republish, upload, post, transmit, sublicense, distribute, attempt to derive the source code of, modify or create derivative works of the Smart Check-In App or any of its contents.
- e) undertake activities that may interfere with the functioning of the Smart Check-In App, including hindering access to the App or any content included therein or any type of data processing abuse;
- f) send spam and unsolicited commercial information and conducting promotional activities contrary to the T&C by means of the App or in relation thereto;
- g) use viruses, bots or other codes, files or programs;
- h) expose Tedee or any third party to sanctions, prosecution, civil action or other liability;
- i) cause harm to or interfere with the integrity or normal operations of Tedee or third party;
- j) interfere with another's use of the Smart Check-In App;
- k) violate any applicable law, rule or regulation; or
- l) otherwise present an imminent risk of harm to Tedee, other users of the Smart Check-In App of third parties.

## III. TERMINATION

### ***The Smart Check-In App***

The contract for provision of the Smart Check-In App terminates by operation of law at the end of the specified period of time for which the third party has granted access to the Smart Check-In App to the Client.

### *Miscellaneous*

Tedee is entitled to terminate the Smart Check-In App without any notice in the event of breach of Regulations by the Client.

Tedee is entitled to block access to the Client's Smart Check-In App if the Client acts to the detriment of Tedee, i.e. Tedee is entitled to block access to the Client's Smart Check-In App if the Client acts to the detriment of other Clients, violates the law or the provisions of the Regulations, and also if blocking access to the Client's Smart Check-In App is justified by security reasons, in particular by a breach of the security of the Smart Check-In App or other hacking activities.

The blocking of access to the Client's Smart Check-In App for the aforementioned reasons lasts for the period necessary to resolve the issue forming the basis for blocking access to the Client's Smart Check-In App. Tedee shall notify the Client of the blocking of access to the Client's Smart Check-In App by e-mail to the address provided by the Client to the third party.

The Client may electronically or by mail submit a complaint Tedee in relation to the use of the Smart Check-In App. The Client should include a description of the problem in the complaint notification. Tedee shall promptly, but not later than within 14 days, consider the complaint and respond to the Client.

## IV. TECHNICAL REQUIREMENTS

To ensure full, uninterrupted functionality of the Smart Check-In App, the Client's device must meet the following requirements:

- the latest version of the operating system supported by Tedee, such as Windows, macOS or Linux;
- the latest version of a web browser supporting cookies and JavaScript (such as Google Chrome, Mozilla Firefox, Microsoft Edge or Safari);
- access to the Internet during accessing the Smart Check-In App;
- access to the location services during active sessions of the Smart Check-In App (if applicable)
- the device cannot have installed any software (i.e., web browser extensions) that may negatively affect operations of the Smart Check-In App.

In the event that the Smart Check-In App is installed under conditions that violate the above requirements, Tedee shall not be liable for any damage caused to the Client's device or the software installed on it.

## V. PAYMENTS

As of the effective date of this version of the Terms and Conditions, and for the entire duration of its duration in its current form, the Smart Check-In App (and all features available therein) is made available to the Clients free of charge, on an "as is" basis, which means that Clients may use the Smart Check-In App only to the extent and in the form currently made available by Tedee, at their own discretion and risk.

Consequently, as of today, the Regulations remain out of the scope of the Directive (EU) 2019/770 of the European Parliament and of the Council of May 20, 2019, on certain aspects of contracts for the supply of digital content and services.

## 2. COMPLAINTS

The Client has the right to lodge a complaint regarding the functioning of the Smart Check-In App. Complaints may be submitted in an electronic form by sending an email to the following address: [support@tedee.com](mailto:support@tedee.com).

Complaints will be considered within 14 days. The Client shall be informed about the result of the complaint procedure by an email (sent back to the email address from which the complaint was lodged).

## 3. MISCELLANEOUS

### I. ACCESSIBILITY

Despite Tedee's best efforts to ensure the Smart Check-In App's optimal functionality, Tedee cannot completely eliminate the possibility of temporarily suspending its availability. Such suspensions may occur due to necessary maintenance, inspections, equipment replacement, or in relation to the Smart Check-In App's modernization or expansion requirements. The Client is not entitled to any remuneration/damages for such unavailability periods.

### II. LIABILITY

Tedee shall not be liable for any damages arising from the fault of the Client or a third party, including in particular damages:

- a) resulting from the inability to perform any contract or provide any service due to providing false data or an overfilled email box or other circumstances making provision of functionalities of the Smart Check-In App impossible;
- b) arising in relation to discontinuance of providing the Smart Check-In App or deletion of the Smart Check-In App , which occurred as a result of violation of the Regulations by the Client;
- c) caused to third parties as a result of the Client's usage of the Smart Check-In App in a manner contrary to the Regulations, applicable law or violation of the law or rights of third parties by the Client;
- d) caused by information or materials downloaded or sent via Internet by the Client;
- e) resulting from acts or omissions of third parties unrelated to the Client or Tedee;
- f) resulting from sending messages to the email address provided by the Client being blocked by mail server administrators, or from deleting or blocking emails by software installed on the device used by the Client,
  - to the furthest extent permitted by law.

Tedee is not liable for disruptions, including interruptions in functioning of the Smart Check-In App due to force majeure, unlawful actions of its users or third parties or incompatibility of the Smart Check-In App with the Client's technical infrastructure.

### III. NO TRANSFER OF RIGHTS

Unless otherwise indicated, the contents of the Smart Check-In App, the data, including software, as well as its appearance, functional layout, content and graphic elements and databases, regardless of their nature, format and method of storage or presentation, are the exclusive property of Tedee.

No transfer, grant or license of rights under any patent or copyright or to any intellectual property, proprietary information and/or trade secret is made or is to be implied by these Regulations except as may be expressly stated otherwise herein.

### IV. NO WARRANTY

Tedee makes no warranty and expressly disclaims all express and implied warranties with respect to the Smart Check-In App, any functionalities and services performed or provided by or via the Smart Check-In App including, without limitation, any warranties of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement, and disclaim all responsibility for the completeness, accuracy, availability, timeliness, security or reliability of the application, that the Smart Check-In App will meet the Client's requirements or be available on an uninterrupted, secure or error free basis or that defects will be corrected.

To the extent not prohibited by law, in no event will Tedee or any of its officers, employees, agents, partners and licensors, be liable to the Client or anyone else for personal injury or any direct, indirect, incidental, special, exemplary, consequential, punitive, moral or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data, goodwill or other intangible losses) without regard to the form of action and whether in contract, tort, negligence, strict liability, or any other legal theory, arising out of or in connection with the Smart Check-In App , any functionalities, services or third party content, including content on or accessed through the Smart Check-In App or any application, website or document linked to, or any copying, displaying, or use thereof.

#### **4. FINAL PROVISIONS**

##### **I. GOVERNING LAW**

Any disputes related to the Regulations or legal relations described therein shall be governed by the laws of Poland and polish courts, unless unconditionally binding provisions of law stipulate otherwise.

##### **II. COMPLETENESS**

Should any of the provisions of the Regulations be amended or declared void by a decision of a competent authority or court, all other provisions of the Regulations shall remain in force and binding.

##### **III. AMENDMENTS**

Tedee has the right to modify the Smart Check-In App at any time and in any scope. Tedee also has the right to amend the Regulations, as needed. The Client shall be informed about any changes to the Regulations via a notification provided by email or directly within the Smart Check-In App.

##### **IV. ENTRY INTO FORCE**

The Regulations enter into force on June 1st, 2023.