

TERMS OF USE

TEDEE APP

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, 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) **App** – digital application under the name “tedee”, created for mobile and web devices by Tedee, allowing for i.e. remote control over other Tedee products. A detailed description of the functionalities currently available via the App and the conditions of their availability can be found directly in the App.
- 5) **Account** – a personal Client account setup within the App, allowing for remote control over Tedee products.
- 6) **Regulations** – these Tedee App Terms and Conditions

1. **GENERAL RULES**

I. INSTALLATION & REGISTRATION

In order to use access all functionalities of the App, the Client, having first confirmed that he/she meets the technical requirements set out in Section IV of the Regulations, must:

a) for mobile users:

- Search for the App ('tedee app') within the relevant online store:
 - AppStore – for iOS devices, or
 - Google Play – for Android devices.
- download and install the App on his/her mobile device (phone or tablet),
- open the App and select the preferred registration channel (currently available: Google, Apple or email);
- complete the appropriate registration form within the App and provide the required personal/company data;
- read and accept the Regulations and respective Privacy Policy, and;
- click the "Create Account" button or equivalent

b) for web users:

- access the App portal using the following link: <https://portal.tedee.com>;
- select the preferred registration channel (currently available: Google or Apple);
- complete the appropriate registration form and provide the required personal/company data;
- read and accept the Regulations and respective Privacy Policy;
- click the "Create Account" button or equivalent.

The contract for the provision of electronic services under the names of:

- 1) **the App**, regarding the provision of services allowing for remote control of the products offered by Tedee, and;
- 2) **the Account**, concerning the provision of personal access services to the products offered by Tedee via the App,

- for an indefinite period of time is concluded when the Client receives, at the e-mail address indicated during registration, confirmation of the Account registration.

From the moment the Account registration is confirmed, the Client is entitled to use the full functionality of the App.

II. LIMITATIONS OF USE

The Client is entitled to benefit from the App and the Account 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 App for any purpose other than it's intended;
- b) use the App on any other mobile platform that he/she do not own or control;
- c) decompile or reverse-engineer the 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 App or any of its contents.
- e) undertake activities that may interfere with the functioning of the 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 App;
- k) violate any applicable law, rule or regulation; or
- l) otherwise present an imminent risk of harm to Tedee, other users of the App of third parties.

III. TERMINATION

The Account

The Client has the right to terminate the Account service at any time. A statement of cancellation of the Tedee service can be submitted in the Client's Account Panel, in the "Account Management" or equivalent tab.

Confirmation of the Client's instruction to resign from the Account service will be sent to the Client's email address. The Account may, unless otherwise provided, be re-established, without limitation by following the Account registration process described in Section I of the Regulation.

Tedee is entitled to terminate the Account service, as well as restrict, suspend or terminate the Client's access to the App with one month's notice effective at the end of the calendar month in case Tedee resigns from further operation of the Account service.

The App

The Client has the right to terminate the App service at any time. In order to terminate the App service, the Client must uninstall the App from his/her device, pursuant to respective installation/uninstallation steps applicable to his/her end-device.

Miscellaneous

Tedee is entitled to terminate the Account and/or the App without any notice in the event of breach of Regulations by the Client or in the event that the Client has not used the App for the period above six months.

Tedee is entitled to block access to the Client's Account and/or the App if the Client acts to the detriment of Tedee, i.e. Tedee is entitled to block access to the Client's Account and/or the 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 Account and/or the App is justified by security reasons, in particular by a breach of the security of the App or other hacking activities.

The blocking of access to the Client's Account and/or the App for the aforementioned reasons lasts for the period necessary to resolve the issue forming the basis for blocking access to the Client's Account. Tedee shall notify the Client of the blocking of access to the Client's Account and/or the App by e-mail to the address provided by the Client in the registration form.

The Client may electronically or by mail submit a complaint Tedee in relation to the use of the Account and/or the App service. 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 App, the Client's:

- a) mobile device must meet the following requirements:
 - an iOS or AndroidOS version compatible with the current system requirements of the App available on the AppStore or Google Play respectively;
 - access to the Internet during active sessions of the App;
 - the absence of any modifications made by third parties to the original device software (i.e., "jailbreak");

- the device cannot have installed any software that may negatively affect operations of the App.

b) web device must meet the following requirements:

- Windows, macOS or Linux operating system;
- 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 active sessions of the App;
- the device cannot have installed any software (i.e., web browser extensions) that may negatively affect operations of the App.

In the event that the 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 App (and all features available therein) and the Account are made available to the Clients free of charge, on an "as is" basis, which means that Clients may use the App and the Account 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. MISCELLANEOUS

I. ACCESSIBILITY

Despite Tedee's best efforts to ensure the 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 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 App/the Account impossible;
 - b) arising in relation to discontinuance of providing the App/the Account or deletion of the Account, 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 App/the Account 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 App/the Account or due to force majeure, unlawful actions of its users or third parties or incompatibility of the App with the Client's technical infrastructure.

III. NO TRANSFER OF RIGHTS

Unless otherwise indicated, the contents of the 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.

The Client shall not imply any sponsorship, partnership, or endorsement by Tedee when using or promoting software integrations related to the App, unless explicitly authorized in writing. Use of Tedee's name, logo, trademarks or any branding elements in promotional or product materials is prohibited without prior written consent.

IV. NO WARRANTY

Tedee makes no warranty and expressly disclaims all express and implied warranties with respect to the App/the Account, any functionalities and services performed or provided by or via the App/the Account 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 App/the Account will meet the Client's or Client's customers/contractors 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 App, any functionalities, services or third party content, including content on or accessed through the App or any application, website or document linked to, or any copying, displaying, or use thereof.

The foregoing disclaimers and limitations of liability shall apply equally to any results, products or services developed by the Client or by any third party acting on behalf of or for the benefit of the Client or any other third party based on software or software instructions provided by Tedee to such parties, including, but not limited to results, deliverables, products or services developed on the basis of or using any software made available by Tedee, including, in particular: Cloud API Documentation, Tedee Smart Lock Bluetooth API Documentation, Tedee Bridge API Documentation, Tedee Dry Contact Script Documentation, Android Mobile SDK Documentation, iOS Mobile SDK Documentation (jointly: **'Derivative Software'**). The App may also interface with third-party software or services, including integrations developed using Developer Services. Tedee does not guarantee compatibility, functionality, or performance of such integrations, nor accepts liability for damages or losses arising from their use. Use of any such integrations is solely at the Client's risk.

Detailed information on the conditions of use of Derivative Software is available at www.tedee.com/legal

3. COMPLAINTS

The Client has the right to lodge a complaint regarding the functioning of the App/the Account. Complaints may be submitted in an electronic form by sending an email to the following address: 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) or by a system message in the App.

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 AND SURVIVAL

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.

Any disclaimers, limitations of liability, and indemnity obligations related to integrations or third-party use shall survive the termination of these Terms.

III. AMENDMENTS

Tedee has the right to modify the 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 within the App.

IV. ENTRY INTO FORCE

The Regulations enter into force on August 15th, 2023.

Version history:

- Rev. 1.2 June 24th, 2025