

Terms of Use

Tedee APIs and SDKs

Welcome to Tedee's suite of developer resources. This Agreement governs your ("**Developer**") access to and use of Tedee's publicly available application interfaces and development kits, including but not limited to the Cloud API, Bluetooth API for Smart Locks, Bridge API, Dry Contact Script, Android SDK, iOS SDK, and other officially released interfaces and software tools (collectively referred to as "**Developer Services**" or "**Services**").

By reviewing, using or accessing any of these Developer Services, you voluntarily and unconditionally enter into a binding agreement with Tedee Sp. z o. o. ("**Tedee**," "**we**," "**our**," or "**us**") for the use of the Developer Services on the basis of the following terms.

Any and all provisions of this Agreement relating to the Developer Services shall apply mutatis mutandis or directly, as appropriate, to any and all results - whether achieved or not - arising from or in connection with your access to or use of the Developer Services ("**results**", "**integrations**").

§ 1 Eligibility and Account Registration

1. **Legal Requirements** You must be legally capable of independently forming binding agreements to use the Developer Services, as per the applicable law. Use is not permitted where prohibited by law.
2. **Legal Entity Acting on Behalf of an Organization** If you represent a company or other entity, you confirm you're authorized to accept these terms on its behalf. The term "you" in these Terms applies to both you personally and the organization you represent.
3. **Your Representatives** You are solely responsible for ensuring that any third parties acting on your behalf or for your benefit - whether employees, contractors, agents, or service providers - who access the Developer Services ("**Representatives**") do so in full compliance with these Terms.

Accordingly, all rights, obligations, responsibilities, and liabilities assigned to “you” under these Terms shall apply equally to the Representatives and the entity they represent. You agree that any such third party’s acts or omissions in connection with the Services will be deemed your own, and you shall be fully liable for any breach, misuse, or non-compliance committed by them as if it were your own conduct.

4. **Registration Requirements** Some Developer Services may require you to register by submitting specific information, as well as agreeing to additional terms and conditions for use of the Developer Services. By submitting the above information, you represent that it is true, complete and accurate and confirm that if any of this information changes, you will notify us immediately.

By submitting a registration request for certain Developer Services, such as the Cloud API, you also acknowledge and accept that successful software integration (i.e. the end-result of your intended use of the Services) may require additional technical efforts on your part.

These efforts may include, but are not limited to, the implementation of security protocols, configuration adjustments, or other integration-related actions. Tedee does not guarantee successful integration or operation of the Developer Services with your systems. You further agree that Tedee shall not be liable for any costs you incur, including development time or third-party expenses, nor for any losses resulting from unsuccessful integration or performance issues.

5. **Pre-Commercial Integration Approval**

For certain Services and user categories, a technical and formal review of integration operability may be required prior to commercialization - i.e. before the integration is made available to the end users of the Developer. This review aims to ensure the stable and reliable functioning of the integration in a production environment.

The specific conditions and requirements for such approval will be communicated to you and defined individually during the Registration process, as per defined in Section 4 above. Failure to comply with the pre-commercial review requirements may result in the suspension or revocation of access to the Services and/or temporary deactivation of the account until the necessary corrections are implemented.

Additionally, as per § 2 Section 1(h), Tedee may request corrective actions if, during the operation of the integration, it becomes apparent that the technical or operational standards defined above are no longer met.

§ 2 Developer Responsibilities and Restrictions

1. Throughout your use of the Developer Services you guarantee and ensure that:
 - a) **Legal compliance** You agree that your use of the Services shall fully comply with all applicable laws and regulations, including but not limited to data protection laws (such as the GDPR), intellectual property laws, and export control regulations. Any misuse of the Services for unlawful, harmful, infringing, fraudulent, or otherwise unethical purposes is strictly prohibited.
 - b) **Credential integrity** You shall use the Developer Services solely in accordance with Tedee's official documentation and guidelines. All access credentials provided (such as API keys, access tokens, and secrets) must be kept strictly confidential and must not be modified, shared, or transferred to third parties. Any unauthorized use or access constitutes a material breach of these Terms. Tedee reserves the right to monitor your use of the Developer Services for compliance purposes and may audit usage data or suspend access in the event of suspected violation.
 - c) **Open-source acknowledgment** You acknowledge and accept that some or all components of the APIs or Services may include or rely upon open-source software libraries. Each such component is governed by its respective open-source license. In the event of any conflict between these Terms and the applicable open-source license, the open-source license shall apply independently to the relevant component.
 - d) **Usage limitations** Tedee may, at its sole discretion, define and introduce technical, operational, or usage limitations of the Services, including but not limited to request quotas, rate limits, data throughput, and concurrent connections. You agree not to circumvent, disable, or interfere with any such limitations.

- e) **User responsibility** You are responsible for ensuring that all end users of your integration(s), developed using or in connection with the Services, comply with all applicable legal and ethical standards, as well as these Terms. You must not enable or facilitate any behavior by users that would violate the obligations set out herein.
- f) **Communication consent** You understand and agree that Tedee may contact you regarding your use of the Services for essential purposes, including updates, technical issues, or service-related feedback. You may choose to opt out of non-essential or marketing communications, subject to applicable data protection laws.
- g) **Maintenance obligations** You acknowledge that Tedee may from time to time implement updates or changes to the Services, including changes that may affect the functionality of your integration(s). You accept that such updates may require you to make necessary changes, patches, or other modifications to your own systems or software in order to maintain compatibility and intended operation.
- h) **Corrective actions obligations** If we determine, at our sole discretion, that your integration or the way you use the Developer Services is technically incorrect, non-compliant with these Terms, or adversely affects the performance, security, stability, or reputation of our systems, Services, or users, we reserve the right to require you to promptly perform any necessary remedial, adaptive, or corrective actions.

Such actions may include, but are not limited to, code updates, configuration changes, system modifications, or removal of certain features. You agree to fully cooperate and implement all required adjustments without undue delay. Failure to comply may result in the temporary suspension or permanent revocation of your access to the Developer Services.

- i) **Feedback license** If you submit any ideas, suggestions, enhancement requests, or other feedback to Tedee, you grant Tedee a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, modify, distribute, and otherwise exploit such feedback without any obligation to compensate you or acknowledge you as the source.

- j) **Non-exclusivity notice** You understand and agree that Tedee reserves the right to offer, develop, or make available similar tools, features, or services to other developers or to the general public, and that such offerings may be similar to or competitive with your own use or implementation of the Services.
 - k) **Brand usage** You agree not to make any statements implying partnership, sponsorship, or endorsement by Tedee in connection with your use of the Services, nor to use any Tedee trade names, trademarks, logos, domain names, or other distinctive brand features without prior written approval from Tedee. All rights not expressly granted to you under these Terms are reserved by Tedee and its licensors. This includes all intellectual property rights in the Developer Services and associated materials.
 - l) **No warranties** You agree and acknowledge that Tedee makes no warranties or representations, express or implied, regarding the merchantability, fitness for a particular purpose, suitability, continuity, service level (SLA), or correctness of the Developer Services or of any integration(s) developed by you using or in connection with the Services. Tedee may change, suspend, or discontinue any part of the Developer Services at any time without prior notice or liability to you.
 - m) **No liability** You agree not to assert any claims against Tedee for damages, losses, lost business opportunities, business interruptions, or any other direct, indirect, incidental, or consequential claims arising out of or related to your use of the Services or your developed integration(s).
2. **Prohibited Use Cases** To protect the integrity, security, and intended purpose of the Tedee Developer Services, the following use cases are strictly prohibited. Violation of any of these restrictions may result in immediate suspension or termination of access, as well as legal action if applicable:
- a) **Code interference** You are prohibited from reverse engineering, decompiling, disassembling, copying, or otherwise attempting to extract, derive, or modify the source code, structure, or inner workings of any Developer Services, or related service, unless expressly permitted by applicable law. This includes attempts to bypass security measures, licensing mechanisms, or usage restrictions.

- b) **Malicious interference** You must not introduce, upload, or transmit any code, file, or program that is designed or intended to disrupt, damage, limit, or interfere with the proper functioning of the Services or any system, server, network, or user data. This includes but is not limited to viruses, worms, time bombs, spyware, or denial-of-service (DoS) attacks.
 - c) **Service imitation** You may not build, develop, or distribute APIs, developer tools, or integrations that mimic, duplicate, or substitute Tedee's own API functionality with the purpose of competing, misleading users, or circumventing access to the official Developer Services. Cloning the design, behavior, or architecture of our services in a deceptive or derivative way is also prohibited.
 - d) **Use in critical environments** The Developer Services are not designed, licensed, or intended for use in environments where failure of the software could lead to death, serious personal injury, or severe environmental or property damage. This includes, but is not limited to, operation of nuclear facilities, life-support systems, air traffic control, emergency response systems, or any other mission-critical or safety-critical application. Use in such contexts is strictly forbidden.
3. Any breach of the above provisions laid out in Section 2 and 3 above may result, at Tedee's sole discretion, in the immediate suspension or termination of your access to the Services or to any part of the Software. Tedee shall not be liable for any loss, cost, or damage incurred by you or third parties as a result of such enforcement actions.

§ 3 Data Protection and GDPR Compliance

1. **Independent data controllers** For the purposes of the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and other applicable data protection laws, both you and Tedee act as independent data controllers with respect to any personal data processed in connection with your respective use of the Developer Services. Nothing in these Terms shall be interpreted to establish a joint controller or processor-controller relationship between the parties, unless explicitly agreed otherwise in writing.

2. **Mutual compliance** Each party is individually and separately responsible for complying with its respective obligations under the GDPR and any other applicable data protection or privacy laws. This includes (but is not limited to) duties related to transparency, legal basis for processing, data subject rights, data security, and international data transfers.
3. **No processing on your behalf without agreement** Tedee does not and shall not process personal data on your behalf unless a separate written data processing agreement (“**DPA**”) has been entered into between you and Tedee in accordance with Article 28 of the GDPR. If you anticipate or intend to transmit any personal data to Tedee for processing as your data processor (e.g., on behalf of end users of your integration), you must first contact Tedee to discuss and formalize a DPA.
4. **Use of Developer Services** You must ensure that any use of the Developer Services involving personal data - whether your own or your end users' - complies with applicable privacy laws, including obtaining all necessary consents or providing required notices to data subjects as required by law. Tedee disclaims all liability for any failure by you to fulfill your data protection obligations in connection with your use of the Developer Services.

§ 4 Third-Party Rights and Indemnity

1. **Lawful use** You shall use the Developer Services strictly in accordance with these Terms and all applicable laws and regulations, including those relating to intellectual property, database protection, and trade secrets. You are solely responsible for your use of the API and for any content, data, or materials accessed, processed, stored, or transmitted through or in connection with it. This includes ensuring that your results (integration) do not infringe or otherwise violate any third-party rights.
2. **Rights protection** You must not use the Services in any manner that infringes or misappropriates any copyright, patent, trademark, trade secret, database right, design right, moral right, or any other proprietary or contractual rights of any third party. You must not develop, deploy, or distribute software or services that promote or facilitate unauthorized access to or use of protected content, data, or services via the Services.

3. **Liability disclaimer** Tedee disclaims all liability for any third-party claims arising from or in connection with your use of the Services. This includes claims related to infringement, misappropriation, or unlawful use of third-party rights or protected information, regardless of whether such claims are ultimately upheld.
4. **Indemnification obligation** You agree to fully indemnify and hold harmless Tedee, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your use or misuse of the Services or your integration(s); (b) any actual or alleged infringement by you of third-party intellectual property or database rights; or (c) any claim brought against Tedee as a result of your actions or omissions, whether or not such claims have merit.
5. **Access enforcement** Tedee may suspend or terminate your access to the Services at any time, with or without notice, if it reasonably believes your use violates these Terms or any applicable law or exposes Tedee to legal or reputational risk.

§ 5 No warranty

1. **Services provided “as is”** The Developer Services, including all APIs, SDKs, tools, documentation, and any related features or materials, are provided by Tedee on an “as is” and “as available” basis, without warranties of any kind - express, implied, statutory, or otherwise. You acknowledge and agree that your use of the Developer Services, including development, implementation and commercialization of your results and integration is at your sole risk.
2. **Disclaimer of all warranties** To the fullest extent permitted by applicable law, Tedee and its suppliers, partners, licensors, and distributors expressly disclaim all warranties, guarantees, representations, and conditions regarding the Services and any results (or attempts to achieve those results by your use of the Services), whether express, implied, or statutory, including but not limited to:
 - warranties of merchantability, accessibility, satisfactory quality, fitness for a particular purpose, title, non-infringement, or quiet enjoyment;
 - any warranties arising out of course of dealing, usage, or trade;

- any warranties or representations that the Developer Services will be compatible with your systems or meet your requirements or expectations.
3. **No guarantees of performance** Tedee makes no guarantees regarding:
 - the availability, continuity of availability or support, uptime, reliability, accuracy, completeness, or timeliness of the Developer Services;
 - the continued support, development, or improvement of the Developer Services or any features therein;
 - the security of your use of the Services or that they will be free from interruptions, defects, malware, vulnerabilities, or errors.
 4. **No responsibility for outcomes** Tedee does not warrant or represent that the Developer Services - or any integration, software, or solution you develop using them - will function correctly, deliver expected outcomes, or perform without faults. You are solely responsible for testing, validating, and securing your use and implementation of the Services.
 5. **Third-party content and dependencies** Where the Developer Services incorporate or provide access to third-party content, tools, or libraries (including open-source components), Tedee makes no warranties with respect to such materials. Any use of third-party elements is at your own risk and subject to their respective licenses and terms.
 6. **No injunctive relief** Under no circumstances may you seek or claim rescission, injunctive relief, or any other form of equitable remedy, nor may you attempt to enjoin or restrict the use, display, or operation of the Developer Services, content, or other materials available on the current Microsoft website or any successor site

§ 6 Termination

1. **Termination by either party** You may cease using the Developer Services at any time, with or without prior notice. If you wish to formally terminate these Terms, you must provide Tedee with written notice of termination and discontinue all use of the applicable Developer Services upon the effective date of termination.

Tedee reserves the right to suspend or permanently terminate your access to the Developer Services, or any portion or feature thereof, at any time and for any reason, without liability or obligation to you. This includes, but is not limited to, cases of non-compliance with these Terms, particularly violations of §2 of these Terms.

2. **Post-termination obligations** Upon termination of these Terms or revocation of your access to the Developer Services, you must immediately:

- cease all use of the Developer Services;
- stop using all Tedee brand features, including trademarks, logos, and other distinctive identifiers, provided the right of their use was granted;
- delete or purge any content retrieved via the Developer Services, including any data that was cached or stored as permitted under prior use, unless otherwise required to retain it by law or regulatory obligation.

Tedee may notify affected users or account owners associated with your Developer Services client or credentials regarding the termination of your access, particularly if it affects the availability or functionality of their integration.

3. **Surviving terms** Certain provisions of these Terms shall survive termination and continue to apply indefinitely by their nature. These include, but are not limited to, provisions related to intellectual property, disclaimers, limitations of liability, indemnification, confidentiality, and any other sections that explicitly or implicitly indicate continued applicability.

§ 7 Final Provisions

1. **Effective date** These Terms of Use enter into force on 24 June 2025. Any subsequent versions of the Terms will be indicated in the **Version history** section below.
2. **Terms updates** Tedee may revise, update, or otherwise modify these Terms or any portion thereof at any time, including to reflect changes in applicable law, improvements to the Developer Services, or the introduction of new features. Updated versions of the Terms will be made available within the documentation of the relevant Developer Services, on our official website, and/or through the Tedee developer console.

3. **Effective date of changes** Unless otherwise stated, modifications to the Terms will take effect no earlier than seven (7) days after being published. However, changes made to reflect new functionality or those required by applicable law may take effect immediately.
4. **Continued use constitutes acceptance** If you do not agree to the updated Terms, you must immediately cease your use of the affected Developer Services. Your continued use of the Developer Services following the effective date of any changes will be deemed acceptance of the updated Terms.
5. **Governing law and jurisdiction** These Terms, and any dispute arising out of or related to them, shall be governed exclusively by the laws of the Republic of Poland, without regard to conflict of law principles. Any legal action or proceeding related to these Terms shall be brought before the competent courts having jurisdiction over the registered office of Tedee, unless mandatory provisions of law state otherwise.
6. **No assignment** You may not assign, transfer, or delegate any of your rights or obligations under these Terms without the prior written consent of Tedee. Any unauthorized assignment shall be null and void. No third party shall have any rights under these Terms, and nothing herein is intended to or shall be deemed to create any third-party beneficiary rights.
7. **No waiver** Failure by Tedee to enforce any provision of these Terms shall not be construed as a waiver of any rights or claims. In particular, no act or omission by Tedee shall be interpreted as waiver of any claim or right under these Terms, unless explicitly and expressly stated in writing.

Version history:

- Rev. 1.0 - June 24, 2025