Terms and conditions of Ampio application and ampio.com services

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§1. General provisions

1. This document stipulates terms and conditions of services provided electronically by the Administrator constituting the Service and Application.

2. Definitions:

    (a) **Administrator – AMPIO sp. z o.o**. with its registered office at Szczecińska Str. 22, 72-010 Przęsocin, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Szczecin-Center in Szczecin, 13th Commercial Department of the National Register Courthouse under the number KRS 0000639215, NIP 8513199749, REGON: 365517157, holding share capital of 155 100,00 PLN, e-mail address: ampio@ampio.com (hereinafter the "**Ampio**", "**we**", "**us**", "**our**");

    (b) **Application** – mobile software "AMPIO UNI", available for downloading from Google Play and App Store, and as a web application, which allows you to use your smart devices (Ampio products);

    (c) **Ampio Cloud** – a solution that facilitates using Ampio functionalities solely via Ampio servers (cloud). The solution enables remote access to the Application without the need to connect to a local (house) WIFI network of the user and without involvement of any third parties;

    (d) **Knowledge base** – a website https://help.ampio.com managed by the Administrator, where Users can find tips, technical information about Ampio building automation products, guides, sample configurations, connection diagrams of devices, and the Administrator can modify the scope of services provided on the basis of the Ts&Cs.

    (e) **Installer** – a person from outside of Ampio (an external entity), who has access to Ampio Cloud installer tools and resources made available only to Installers.

    (f) **User account** – a file in the Administrator's electronic system with its unique name and password that stores the User's data;

    (g) **Newsletter** – service provided electronically by the Administrator, which allows interested Users to automatically receive via e-mail the most important information related to the Website and Application;

    (h) **Privacy Policy** – a document describing the rules of Users' personal data processing by the Administrator that is available at ampio@ampio.com;

    (i) **Terms and conditions (Ts&Cs)** – these terms and conditions; a User can easily get acquainted with the Ts&Cs after downloading the Application from Apple App Store or Google Play, or on the website https://help.ampio.com in the "Legal documents" section;

    (j) **Website** – different websites under the ampio.com domain name managed by the Administrator.

    (k) **Contract** – a contract for the provision of electronic services between the Administrator and a User, of which these Ts&Cs form an integral part.

    (l) **User** – a natural person who uses electronic services provided by the Administrator;

    (m) **Associated user** – a natural person who was granted access to building automation devices from a User, who has a User Account linked to building automation devices with owner or co-owner permissions.

3. The Administrator renders services, making the Application and Website available, as well as other services within the Application and Website Administrator, on the territory of the Republic of Poland, taking into account the cross-border nature of the Internet.

§2. Types of services rendered by the Administrator

1. The Administrator provides the User with services that include the following functionalities:

(a) allowing Users to control and monitor their household devices remotely with the use of mobile devices (smartphone, tablet). In order to achieve this, the household devices (hereinafter referred to as: "building automation devices") connect directly (in the case of smart devices) or indirectly (with the use of a controller/module) with the Ampio Cloud. The services include specifically:

- control of lighting;
- control of heating, air-conditioning and ventilation;
- control of gates and blinds' drives;
- security cameras monitoring;
- control of multimedia devices;
- status monitoring of connected devices and sensors;
- presence detection and simulation;
- predefinition and launching of scenes.

(b) Application interface (appearance) customisation;

(c) Newsletter distribution

2. A detailed scope of services rendered to the User, including limitations and expansions on the provisions of these Ts&Cs, may be announced in the Knowledge Base at any time, of which the Users will be notified by the Administrator.

3. In order for the User to be eligible to use the services described in point 1 above, the User must have an active User Account. The User has a chance to get acquainted with the service Ts&Cs before opening a User Account (registration).

4. In order for the User to use the services described above in pt. 1, the User must:

(a) be granted access to building automation devices through an Ampio Installer;

(b) have an active connection between the User Account and a building automation device via the Ampio Cloud.

5. The User Account allows one to create, manage and disable connections between User Accounts and building automation devices.

6. A User can manage the connections between building automation devices and a User Account via the Client Portal available via the web browser.

7. A User that has User Accounts linked to building automation devices with owner and co-owner permissions may add associated Users.

8. Within one User Account, a maximum of 10 connections with building automation devices may be created via the Ampio Cloud. The previously-mentioned limit is set regardless of the number of associated Users set.

9. Downloading and using the Application is free.

10. The Administrator renders a service via the Website the allows one to contact the Administrator via an electronic contact form. In order to do that, the User should enter his/her contact details, compose a message and send it, following the instruction provided by the Administrator.

11. The Administrator renders Newsletter services via the Application and/or Website. Using the Newsletter service requires providing an e-mail address by the User and granting consent to receiving the Newsletter by ticking the right checkbox.

12. The Administrator decides when and what gets distributed in the Newsletter.

13. Resignation from receiving the Newsletter is possible at any time by clicking on the deactivation link in any e-mail with the Newsletter.

§3. The rules of using the website and application

1. Detailed instructions regarding the use of Application and Website's functionalities are made available to the User in the form of messages displayed in the Application and on the Website. The Administrator can share selected tips, useful technical information, or installer guides via the Knowledge Base at their own discretion.
2. Each User is obliged to use the Website and Application in accordance with the Ts&Cs, applicable laws, rules of social conduct and good manners. It is prohibited to use the Website and Application to share illegal contents.

3. When using services provided by the Administrator, Users are prohibited from using words generally esteemed to be offensive or vulgar, and are obliged to behave and communicate in a way that does not breach the personal rights of the Administrator's personnel.
4. Each User action performed within the Application or Website should respect any third-party rights – especially these of other Website/Application Users.
5. While using the Website and Application, the User is required to provide true information, in accordance with the facts and protect them from access by unauthorised persons. It is also prohibited to share one's Account with other Users or third parties, or to use Accounts that belong to other Users.
6. Each User and third party that has access to the Website or Application is obliged to refrain from copying, editing, disseminating, transmitting, or using in any other way content shared on the Website or in the Application protected by Administrator's intellectual property rights, with the exception of permissible use. Any interferences into or use of the source code of the Application is prohibited.
7. The User's password giving access to the Website or Application is private and confidential.
8. Any exchanges of passwords between Users are prohibited.
9. Any attempts to enter harmful data (malware, including bots, viruses, spyware, "worms", etc.) into the Website and Application are prohibited.

§4. Technical conditions necessary for the use of the website and application

1. A mobile device with an Android or iOS operating system and a stable Internet connection is required to use the Application.
2. What is required to use the Website is any computer, smartphone, or tablet with access to the Internet and Google Chrome, Mozilla Firefox or Safari browser installed in the latest version. Accessing the Website via a different browser is possible, but may cause irregularities in its operation.
3. The cost of data transfer required to download and use the Application is covered by the User, according to the conditions set out in contracts concluded between the User and telecommunications operators, or other Internet providers.
4. The Administrator recommends that the Users use built-in security tools of mobile devices, such as biometrics (e.g. fingerprints or face recognition), gestures, or PIN codes in order to ensure that the User data available in the Application are protected from unauthorised access of third parties.

§5. User

1. Services provided by the Administrator in the Application may be used by adults aged 18, or more. Minors may use the Application services exclusively with the knowledge and consent, or under the supervision of their legal or actual guardians.

§6. Conclusion and termination of a contract for the supply of electronically provided services

1. A Contract is concluded between the Administrator and a User, when a User Account is created in the Application. A prerequisite of creating a User account is the acceptance of the Ts&Cs and confirmation of getting acquainted with the Privacy Policy.

2. Creation of a User Account may be done by:

   (a) using authentication services: Sign in with Apple (Apple), Google Sign-in (Google) and Facebook Login (Facebook);

   (b) providing an e-mail address and setting up a unique password;

3. A contract for the supply of electronically provided services between the User and the Administrator is terminated with the deletion of a User Account in Ampio Cloud.

4. Providing services to the User by the Administrator is done in accordance with these Ts&Cs and the provisions of the Polish law.

5. A User who removes the Application from his/her device loses only access to its functionalities and data associated with his/her User Account until reinstallation of the Application on his/her device and correct sign-in.

6. At the User's explicit request submitted to ampio@ampio.com, the Administrator may deactivate the User Account (i.e. disable the User's login data in the Application). Reactivating the User Account requires contacting the Administrator via the above-mentioned e-mail address.

7. A User who violates the Terms and Conditions may be requested by the Administrator to cease such violations. In the case when the request proves ineffective and the User continues to breach the provisions of the Ts&Cs, the Administrator reserves the right to deactivate the User Account, which is tantamount to immediate termination of the contract for the supply of electronically provided services. The provisions of clauses 3 to 7 above shall be applied accordingly.

8. If the Administrator deleted or deactivated the User Account for the reasons specified in clause 6, setting up a new account by that same User, or reactivating the old account requires the User to send a request to ampio@ampio.com and the Administrator to approve the request.

§7. Complaints

1. If a User decides that the Administrator does not provide services according to the Terms and Conditions, he/she may lodge a complaint. In such a situation, the User is requested to inform the Administrator about any shortcomings, so that the Administrator can address them.
2. A complaint shall be addressed to: AMPIO sp. z o.o., ul. Szczecińska 22, 72-010 Pręsocin, or submitted via e-mail to: ampio@ampio.com.
3. The e-mail must contain: name and surname, e-mail address, a brief description of the reported issues, as well as related demands.
4. If the data or information provided in the complaint are incomplete, the Administrator will request that the User submits complementary information within the provided scope, before handling the complaint.
5. The Administrator will address the submitted complaint within 30 days. A response to the complaint is sent only to an e-mail address, unless the User indicates a wish to receive the response with a regular post and provides a postal address in the lodged complaint.
6. Failure by the Administrator to reply within the prescribed 30 days results in the complaint being acknowledged as justified.

§8. Data transfer limits

1. In the case of the User exceeding the free Ampio Cloud data transfer limit defined in the Knowledge Base, the transfer gets throttled.
2. The full data transfer speed is restored at the beginning of the next month.
3. The data transfer speed and limit may be restricted by the Administrator. The current restrictions are being published every time in the Knowledge Base.

§9. Protection of copyright

1. The Administrator provides the User with a non-exclusive, territorially unlimited license to use the Application for the duration of the Contract. The User may not grant sublicenses, and the main license is not transferable to another entity without an explicit permission from the Administrator.
2. Any photos and other materials (including text, images, logos) published on the Website / Application are the property of the Administrator, or have been used with the permission of third parties who hold the copyrights.
3. It is prohibited to copy photos and other images, or texts published on the Website / Application, including sharing them on the Internet without a written consent from the Administrator or another third party holding the copyrights, with the exclusion of resources marked with an annotation that indicates an exemption from complying with the abovementioned provision.

4. It is also prohibited for external parties to download photos, images, texts and other materials from the Website / Application and to use them for commercial and marketing purposes, with the exclusion of resources marked with an annotation that indicates an exemption from complying with the abovementioned provision.

5. Using of the above-mentioned materials without a written consent of the Administrator or another third party holding the copyrights is illegal and may give rise to initiating civil or criminal proceedings against the person who commits such an infringement.

§10. Personal data protection

1. The principles of processing Users' personal data are stipulated in the Privacy Policy.

§11. Liability

1. The Administrator shall not be liable for non-performance or improper performance of the Administrator's obligations, which result from not meeting the requirements, or breaching the rules stipulated in the Ts&Cs, or the Contract by the User. Especially, the Administrator shall not be held responsible for any interruptions or difficulties in providing the services caused by poor quality, or instability of the User's internet connection.

2. Neither Party will be liable for non-performance or improper performance of their obligations due to force majeure. In the Contract and Ts&Cs, force majeure is understood as any external, unpredictable event out of the Administrator or User's control, which occurred after the commencement of the Contract, or which meets the criteria established by the Polish jurisprudence.

§12. Special provisions regarding consumer contracts

1. In the case when a User who is a Consumer (hereinafter: "**Consumer**") lodges a complaint about the quality of services offered by Ampio, and Ampio does not accept the claim, the User has a possibility of having recourse to an out-of-court complaint and redress mechanisms.

2. Out-of-court complaint and redress mechanisms include, among others:

   (a) proceedings before the Permanent Consumer Arbitration Court at the Trade Inspection;

   (b) request for the opening of mediation proceedings to the Voivodship inspector of the Trade Inspection;

   (c) intervention of a county (city) Consumer Ombudsman, or an institution, whose statutory areas of responsibilities include the protection of consumer rights (e.g. the Polish Consumer Federation, the Association of Polish Consumers);

   (d) online dispute resolution by ODR entities. The European Committee also makes an ODR platform available for the resolution of disputes between consumers and enterprises. It is available on: `https://ec.europa.eu/consumers/odr/`.

3. Detailed information regarding the resolution of consumer disputes, including the possibility of the Consumer using out-of-court complaint and redress mechanisms, as well as the rules of such procedures are available in the head offices or on the websites of Voivodship Inspectorates of Trade Inspection, and on: `https://www.uokik.gov.pl/consumer_protection_in_poland.php`.

4. For the resolution of any disputes between Ampio and a Consumer, the governing law shall be the Polish law, and the competent court shall be the common court with jurisdiction in the place of Ampio's registered address.

5. Provisions of these Terms and Conditions regarding consumer rights shall apply accordingly to sole proprietors and those who enter into a contract not directly related to their commercial activities, when the content of the contract stipulates that it is not of professional nature, in particular, arising from the subject of performed economic activity registered on the basis of provisions on the Central Register and Information on Economic Activity.

6. Ampio stipulates that it is not permissible for the Consumer to act as a natural person entering into a legal transaction with Ampio directly related to his/her economic activity or work, and to act as a natural person entering into a legal transaction with Ampio not directly related to his/her economic activity or work, hence exercising the consumer rights, within one contract. It is only possible to make separate purchases, one of professional nature, and another in personal capacity.

§13. Final provisions

1. The Administrator reserves the right to impose restrictions in the use of the Website, or Application due to technical reasons, maintenance, or functionality improvements. At the same time, the Administrator is committed to making every effort to introduce the above-mentioned interruptions at night and for the shortest duration possible. Any planned interruptions will be communicated to the Users in advance.

2. The Administrator shall change the Terms and Conditions only for significant reasons, i.e. when the scope of provided services is extended or limited, or in the case of: (1) change in the provisions of law to which the Administrator is subjected, (2) change in the Website, or Application technology, (3) internal, organisational change of the Administrator, (4) other objective reasons beyond the control of the Administrator, which impose changes to or adjustment of the Terms and Conditions. The Administrator shall notify Users about any implemented changes via e-mail or directly on the Website/Application. Changes will come into effect no sooner than 14 days from the distributed communication to the User, unless the User accepts the changed Ts&Cs in the Application prior to the Administrator's notice.

3. Changes introduced to the Ts&Cs are not intended to infringe on rights acquired by the Users pursuant to the implementation of changes.

4. Any disclaimers to the scope of provided services that get published by the Administrator in the Knowledge Base form an integral part of these Ts&Cs and are binding for the Users. Any changes to the scope of the services provided via the Knowledge Base will not constitute a change in the Ts&Cs, according to clause 2 of this paragraph.

5. Any disputes between the Administrator and Users will be resolved amicably through negotiations. If the dispute cannot be resolved in such a way, it shall be reviewed by the competent common court.

6. The Ts&Cs are governed by the Polish law.

7. These Terms and Conditions apply from 13th September 2022.