REGULATIONS

Provision of services (by electronic means) as part of the eModul Mobile Application

INTRODUCTION

The eModul application is a web application that allows remote support for controllers cooperating with modules of the ST-505 and WiFi series. It has therefore become necessary to define the principles of its functioning under this document.

1. Definitions

The terms listed below shall have the following meaning:

- **Login** - user's e-mail address used to log in to the Account.
- **Password** - a sequence of characters to protect against unauthorized access to the Account by persons other than the User using the Account belonging to them.
- **Consumer** - a person referred to in art. 221 of the Act of 23 April 1964 Civil Code (Journal of Laws 2019.1145, i.e. of 2019.06.19).
- **Account** - the scope of rights and obligations granted to the User upon Registration and conclusion of the Agreement.
- **Privacy Policy** - a document created by the Service Provider specifying the rules for the collection, processing and protection of data, including User's personal data in accordance with Regulation (EU) No 2016/79 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) in connection with the provision of Services.
- **Regulations** – these Regulations
- **Registration** – the process of creating an individual Account for the User resulting in the User concluding a contract with the Service Provider for the provision of Services by electronic means.
- **Website** – the website available at: https://emodul.pl and https://emodul.eu.
- **Agreement** – a contract for the provision of electronic services, performed on the basis of the Regulations, which is concluded upon Registration.
- **Service or Services** – services provided electronically by the Service Provider to the User via the Website.
- **Service provider or Administrator** - TECH STEROWNIKI limited liability company limited partnership, headquartered in Wieprz, 31 Biała Droga Street, 34-122 Wieprz, Tax Identification Number (NIP): 551 23 60 632, National Business Registry Number (REGON): 356782780, National Court Register (KRS): 0000594881. Contact details: poczta@techsterowniki.pl, +48 33 330 00 07.
- **Authorisation** – the process of identifying the User on the basis of Login and Password.
- **User** – an adult natural person (with full legal capacity), a legal person or an organizational unit without legal personality to which the law confers a legal status, using the Service.

§ 2. General provisions

1. The Regulations define the rules of functioning and the conditions of voluntary use of the Website (including the rights and obligations of the Service Provider and the User) as well as the conditions for the provision of Services by the Service Provider to the User.
2. A prerequisite for using the Services offered by the Service Provider is the prior acceptance of the Regulations and then compliance with its provisions.
3. Services are directed to an unlimited group of people and entities that meet the basic definition of the User.
4. In case of any doubts regarding the interpretation of the provisions of the Regulations, the User or a person interested in using the Services should turn to the Service Provider for appropriate explanations.
5. Issues regarding the protection of personal data are set out in the Privacy Policy

§ 3. The process of Registration on the Website

1. Using the Services on the Website is free of charge. Creating an Account as part of the Registration process does not require any fees. Termination of the Agreement as well as finishing the period of using the Services is free. The Service Provider points out that as part of the Registration process or use of the Website, third parties (not related to the Service Provider) may charge separate fees - e.g. mobile network operators, which the Service Provider has no influence on.
2. In order to create an individual Account and start using the Services, the person concerned should complete the registration form available at the following addresses: https://emodul.pl/registration or https://emodul.eu/registration
3. In order to create an account, it is necessary to:
   a. provide an individual Login (not used by another User),
   b. create an individual access Password (consisting of at least 8 characters),
   c. **read and accept the Privacy Policy** available at: https://emodul.pl/policy/emodul/en or https://emodul.eu/policy/emodul/en
   d. **read and accept the Regulations** available at the following addresses: https://emodul.pl/terms-of-service/emodul/en or https://emodul.eu/terms-of-service/emodul/en
4. In case of any problems with the registration form, please contact serwis@techsterowniki.pl
5. The User is required to provide true data as part of the Registration process and bears all responsibility for any breach of this obligation.
6. After completing the registration form, including the fulfilment of the requirements referred to in paragraph 3 above, the User will create a temporary account, which requires confirmation by 'clicking' on the link provided in the e-mail message sent to the User by the Service Provider. Clicking on the indicated link results in a successful completion of the Registration process and the creation of an Account. Lack of confirmation of the Registration process, if the User fails to click on the link, results in the deletion of the temporary account and all data of the potential User within 24 hours of receiving the e-mail (during this time the Service Provider will not use the data of the potential User in any way, and the Agreement is considered void).

7. Completion of the Registration process resulting in the creation of an Account shall be equivalent to successful conclusion of the Agreement.
8. After completing the registration form and submitting it, the Service Provider creates a User Account. Then, the Service Provider sends the User an e-mail at the e-mail address provided during the Registration, with a request to confirm the registration. This email shall also contain the current version of the Regulations. Confirmation is made by clicking on the link in the email. Upon confirmation, registration is complete.
9. After successful conclusion of the contract, the Service Provider sends the User to the e-mail address provided a confirmation message of the conclusion of the Contract and a form which may be used by the User to terminate the Contract (the form contains information on the User's right to terminate the Contract).

§ 4. Technical conditions for the efficient use of the Website

1. For uninterrupted and correct use of the Services on the Website, the User should have:
   a. permanent access to the Internet,
   b. a web browser that supports cookies with JavaScript enabled,
   c. an Internet e-mail account,
2. The User is responsible for the security of the content constituting the Login and Password, as well as any other content made available as part of using the Website within the scope of activities which can only be undertaken by the User.
3. In order to protect information against unauthorized access, the User should take the customary security measures referred to in paragraph 4 above, i.e. the use of anti-virus programs, complex unique access passwords, keeping data confidential.
4. The User acknowledges that some third parties' devices or software may not have secure connections to the central device used by the Service Provider; therefore, all risks associated with it are borne solely by the User.
5. The Service Provider applies security, cryptographic techniques and solutions aimed at making the use of the Website secure for the User to avoid interference by third parties with the User's rights.
6. The Service Provider shall exercise due diligence to provide Services in an uninterrupted manner.
7. The Service Provider does not accept responsibility for problems, breakdowns and interruptions in the functioning of the Website or Services, and as a consequence, the incorrect functioning of the Website or Services, including improper performance of the Agreement and improper provision of Services if:
   a. such circumstances last less than 15 minutes per day,
   b. such circumstances are caused by violation of the Regulations by the User or third parties,
   c. such circumstances are caused by the action or negligence of third parties for which the Service Provider is not liable, particularly as a result of interruptions in the supply of Internet, hacker attacks, strikes, acts of state authorities, disasters or extraordinary natural conditions,
   d. the User has been notified about such a situation (e.g. a break in the availability of the Service or the functioning of the Website) at least 24 hours in advance with an indication of the exact duration of the break,

     e. such circumstances are caused by reasons attributed to entities cooperating with the User or the Service Provider (e.g. entities providing telecommunication services).

8. The Service Provider does not guarantee compliance with the provisions of the Regulations by other Users and is not liable as referred to in art. 14 of the Act of July 18, 2002 on the provision of electronic services - all reservations and notifications should be sent to: serwis@techsterowniki.pl

9. The Service Provider reserves the right to improve or modify the Website as well as the Services during the term of the Agreement

§ 5. Other conditions of using the Service

1. The User acknowledges that the use of the Website is voluntary.

2. The Service Provider shall not in any way analyse the content of the data stream sent by the User from the device to the eModul application; therefore, the User is solely responsible for the type, form and content of such data (particularly the violation of applicable law).

3. The User is obliged to use the Website in a manner consistent with the law and decency, while respecting the personal rights of others. The Service Provider informs that it is forbidden to take any actions as part of using the Service that may constitute a violation of applicable law or decency, and in particular post content which:
   a. is obscene or vulgar;
   b. incites hatred, particularly on the basis of race, gender, nationality, sexual orientation; offends religious feelings or questions non-denominationalism;
   c. propagates the ideologies of Nazism, communism and questions historical truth;
   d. violates personal rights of any third parties;
   e. infringes the intellectual property rights of third parties, including trademark or other distinctive signs as well as copyright and related rights;
   f. promotes, encourages or instructs in criminal activities;
   g. may pose a threat to the proper functioning of the Website through which the Service is provided.

4. The User bears full responsibility for their actions and negligence related to the use of the Website and Services, in particular they may be liable for damages towards the Service Provider or other Users.

5. The User undertakes to refrain from taking any action that may disrupt the operation of the Website or Service, including in particular:
   a. using or distributing malicious software (viruses),
   b. using the Website contrary to its purpose,
   c. transferring to the third party part or all of the rights and obligations regarding the Agreement, without the express consent of the Service Provider,
   d. taking actions aimed at using the Website to obtain access to other services provided by the Service Provider or third parties in an unlawful manner or contrary to decency.

6. The Service Provider reserves the right to suspend the User's Account / Service as a result of a breach of the Regulations for the period of their choice, as well as to irrevocably delete the Account.

§ 6. Duration of the Agreement

1. The contract is concluded for **an indefinite period**.
2. The User may terminate the contract at any time without giving a reason by sending a contract termination form to the address: serwis@techsterowniki.pl or in any other way as long as there is no doubt concerning the content of the submitted declaration of intent towards the Service Provider.
3. The Service Provider has the right to terminate the Agreement with a 14-day notice without giving a reason.
4. The Service Provider may terminate the contract with immediate effect for important reasons, particularly in the event of:
    a. serious violation of the provisions of the Regulations
    b. repeated violation of the Regulations (at least 3 times),
    c. inactivity of the Account (inactivity for at least 12 consecutive months),
    d. terminating the provision of the Service to all Users,
5. Termination of the Agreement is equivalent to dissolution of the Agreement, **deletion of the Account** and the inability to use the Service, as well as the deletion of personal data, unless otherwise stated in the Privacy Policy or mandatory provisions of the law.

§ 7. The liability of the Service Provider

1. The Service Provider's liability towards the Consumer is determined by applicable law and these Regulations do not limit this liability.
2. In the remaining scope not mentioned in paragraph 1 above, the most broadly understood, all liability (regardless of the legal basis for this liability) of the Service Provider arising from the provision of Services under the Agreement, as well as from the functioning of the Website is cumulatively:
    a. limited to damage resulting from wilful misconduct,
    b. limited to the amount of actual damage.
3. In addidtion, the liability referred to in paragraph 2 is limited in such a way that the Service Provider is not liable for damages:
    a. resulting from improper performance of the Contract and incorrect functioning of the Website or Service,
    b. caused by violation of the Regulations by the User or third parties,
    c. related to the loss of data contained on the Website
    d. constituting lost benefits
4. Liability under the warranty pursuant to Art. 556 et seq. Of the Civil Code is excluded, subject to the Act 1

§ 8. Complaints

1. Complaints about Services should be reported by phone 33-875-93-80 or by e-mail to serwis@techsterowniki.pl
2. The Service Provider shall consider the complaint within 14 (fourteen) days of its receipt.
3. A response to the complaint shall be sent to the User's e-mail address.

4. To process the complaint, the User may be asked by the Service Provider to provide additional data necessary for proper identification of the User or the problem.

§ 9. Withdrawal form the Agreement

1. The User who is also a Consumer has the right to withdraw from the Agreement, without giving a reason, within 14 days from the date of its conclusion (i.e. completion of the Registration process).
2. For this purpose, the User should submit an appropriate declaration of will to withdraw from the Agreement, in any sufficiently clear way so that its content reaches the Service Provider without any doubt. In particular, the User may use the form template available at: https://emodul.eu/termination-form/emodul/en.
3. In order to meet the deadline specified in paragraph 1, it is sufficient to send the notice of withdrawal by registered mail to the Service Provider's address or via e-mail to serwis@techsterowniki.pl.
4. The effect of withdrawing from the contract is equivalent to the termination - the contract is terminated with the consequences set out in § 6 para. 5 of the Regulations.

§ 10. Final provisions

1. The Polish law shall apply to these Regulations, unless mandatory provisions of law require that other law shall apply.
2. The court competent to settle any disputes arising from the Agreement is the court of general jurisdiction over the Service Provider's registered office. Disputes with Users who are Consumers will be settled on general principles. The User who is a Consumer has the option of using out-of-court redress procedures before the Permanent Consumer Arbitration Court at the Provincial Trade Inspection office in Warsaw. Information on how to access the above mentioned procedures for resolving disputes can be found at the following address: https://uokik.gov.pl.
3. The appendices to the Regulations form an integral part thereof.
4. The Service Provider reserves the right to amend the Regulations at any time by informing the User 14 days in advance. If the User does not accept changes to the Regulations, they will be deprived of the possibility to use the Services on the day such changes enter into force. The User Account will remain inactive until the current version of the Regulations has been accepted or until the Service Provider has deleted the Account.
5. The regulations come into force on 2019.11.01.