

TERMS OF USE OF THE ELEPHANT APP

1 GENERAL

- 1.1 These terms of use (hereinafter the **“Terms of Use”**) define the principles, conditions and scope of using the Elephant mobile app intended for iOS or Android mobile devices (hereinafter the **“App”**), and must be understood as regulations within the meaning of Article 8 of the Act of 18 July 2002 on Providing Services by Electronic Means.
- 1.2 The owner and operator of the App and the provider of the services delivered via the App is Elephant Sp. z o.o. with its registered office in Poznan at ul. Jana Heweliusza 18, 60-281 Poznan, Poland, entered into the commercial register maintained by the District Court of Poznan – Nowe Miasto and Wilda in Poznan, 8th Commercial Division of the National Court Register (KRS), under the KRS number 0000613370, with the initial capital of 100,000.00 PLN, NIP (tax ID number) 7831740648 (hereinafter the **“Operator”**).
- 1.3 Under these Terms of Use, the user of the App is a natural person who, having installed the App in his/her mobile device, uses the functionalities offered by the App (hereinafter the **“User”**).
- 1.4 The services provided via the App include in particular:
 - 1.4.1 Activation and operation of the elephant door™ device (hereinafter the **“Device”**),
 - 1.4.2 Exchange of information on an attempted break-in and an actual break-in detected by the Device,
 - 1.4.3 Providing Users with information on burglary prevention,
 - 1.4.4 Informing Users about products and services from the Operator and third parties.
- 1.5 The App is available for download in the following online stores: App Store (for iOS) and Google Play (for Android).
- 1.6 The moment the User downloads and installs the App on his/her mobile device, the Operator and the User conclude an agreement for the provision of services by electronic means through the use of the App, including in particular the services that give the User access to the functionalities of the Device.
- 1.7 Downloading the App from the stores indicated in Section 1.5 of these Terms of Use, and using the basic services provided via the App is free of charge. The Operator reserves the right to introduce additional payable functionalities when making future updates to the App or to the firmware of the Device. Payable functionalities of the Device will be clearly indicated so that the User is fully aware of the chargeable costs for the use of such payable functionalities.
- 1.8 The cost of data transfer required to download, install, activate and run the App will be covered by Users themselves based on the agreements concluded with their respective telecom operators or other providers of internet services. Any charges for data transfer required to use the App will be covered by the User. The Operator recommends that Users use apps or operating system functions that monitor the amount of transferred data.
- 1.9 The App and all the materials and information it contains, as well as the layout of the content displayed in the App, logos, graphical elements and trademarks are subject to the exclusive rights of the Operator or its business partners and are protected by law.

2 TECHNICAL REQUIREMENTS AND APP ACCESS POLICY

- 2.1 The App is available for anyone using mobile devices meeting the technical requirements specified below who download the App from the appropriate app store and activate it correctly.
- 2.2 To be able to run the App, the User's mobile devices must meet the following technical requirements for the operating system:
 - 2.2.1 For the App downloaded from App Store – iOS 9.0 (or later),
 - 2.2.2 For the App downloaded from Google Play – Android 4.4 (or later).
- 2.3 Downloading and installing the App from sources other than the ones indicated above will be a breach of these Terms of Use. This provision does not concern the User's mobile devices where the App has been pre-installed by their manufacturer with the Operator's consent.
- 2.4 The following functions of the Device must be activated to run the App and to ensure its correct operation:
 - 2.4.1 Active internet connection,
 - 2.4.2 Active Bluetooth connection,
 - 2.4.3 Active Wi-Fi connection.
- 2.5 To be able to use the App's functionalities, the User's prior registration via the App is required.

3 USER REGISTRATION

- 3.1 When the Device is activated for the first time, the User must go through the registration process in the App, which consists in creating an individual User account (hereinafter the **“Registration”**).
- 3.2 To complete the Registration, the User must provide the following information:
 - 3.2.1 Name,
 - 3.2.2 Phone number,
 - 3.2.3 Email address,
 - 3.2.4 Password,
 - 3.2.5 Repeated password,
 - 3.2.6 Country.

The User must also confirm that he/she has read and accepts these Terms of Use.

- 3.3 A message with an activation link will be sent to the email address provided by the User during Registration in order to complete the process. The User must click on the activation link, or copy it to the address bar in his/her web browser and click Enter. Next, confirmation of the Registration will be displayed in the web browser, and the User will be able to log in to the App.
- 3.4 To be able to use the Device and the functionalities of the App, the User must run the App to log in (or have it running in the background).
- 3.5 The User has the right to modify the data provided and to change the password set during Registration. The data can be modified and the password changed via the App.
- 3.6 When registering and for the purposes of using the App, the User must:
 - 3.6.1 Provide valid data that are accurate, up to date and non-deceptive,

- 3.6.2 Update the data provided during Registration if it has subsequently changed; the data is to be updated in the App settings,
- 3.6.3 Keep the App's login and password confidential, and never disclose it to any third parties.
- 3.7 The Operator may expand the registration form with additional fields to be filled by the User voluntarily (optional data) and does not have any influence on the successful completion of the Registration process.
- 3.8 The User will be solely responsible for any inconsistency of the provided data, and for the disclosure of his/her App login password to any third parties.
- 3.9 The Operator advises the User that it does not verify the User's identity in any way during Registration. In case there is a reasonable doubt that the data provided by the User during Registration may be false, the Operator reserves the right to limit the User's ability to use the App until the User confirms that the data provided is true. The Operator will indicate to the User the method of confirming the data by sending him/her a message to the email address specified by the User during Registration.

4 APP USE POLICY

- 4.1 The User must use the App in a way that complies with the applicable law, these Terms of Use and the terms of use set out by the online stores where the App is downloaded, and in conformity with the principles of social coexistence, including the principles of using the Internet and mobile apps.
- 4.2 In particular, the User must:
 - 4.2.1 Use the App and the Device in a way that does not disrupt their operation,
 - 4.2.2 Use the App and the Device in a way that is not uncomfortable for other users and/or the Operator and that respects the personal rights and/or any other rights of third parties,
 - 4.2.3 Use any information and materials made available to him/her in the App only within the scope of permissible use.
- 4.3 Users must immediately notify the Operator of any case of violation of their rights resulting from using the App.
- 4.4 In order to enable proper operation of the App, Users should accept the reception of push notifications for the services provided via the App specified in Section 1.5 of these Terms of Use.

5 OPERATOR'S RESPONSIBILITY

- 5.1 The Operator will monitor the technical performance of the App at all times to ensure its proper operation.
- 5.2 The User makes use of the App of his/her own accord and on his/her sole responsibility, and should ensure the proper operation of the App within the scope dependant on the User (e.g. correct performance of the mobile device, activation of settings that enable receiving instant notifications from the App, etc.) The performance of services, applications and web services other than the App is the responsibility of their respective providers.
- 5.3 The Operator will not be responsible for any technical limitations or problems in the information and communications technology systems used by the User's mobile devices that prevent or limit the use of the App or the services offered via the App for the User.

6 TERMINATION OF APP USE

- 6.1 Users may terminate the use of the App at any given moment, in particular when they do not accept the changes in the Terms of Use, in the Privacy Policy or in the App's update. To stop using the App, the User must remove it from his/her mobile device.
- 6.2 If the User is found to have been taking actions that are in breach of the law and/or these Terms of Use, or that violate the principles of social coexistence and/or the Operator's justified interest, in particular its reputation, the Operator may undertake any legally permissible actions to limit the User's ability to use the App and the services provided through the App.

7 PRIVACY POLICY

- 7.1 The controller of personal data provided by the Users of the App will be Elephant Sp. z o.o. (private limited company) with its registered office in Poznan at ul. Jana Heweliusza 18, 60-281 Poznan, Poland.
- 7.2 The Operator will ensure that all registered Users are able to exercise their rights under the Act of 29 August 1997 on the Protection of Personal Data, in particular the right to consult their own personal data, the right to request an update or removal of personal data and the right to object to the processing of their personal data in the cases set out in the Act.
- 7.3 The personal data is collected in order to enable the User to make use of the App. Additionally, the User's personal data may also be used to verify whether a given individual meets the conditions specified in these Terms of Use and in the applicable legal regulations.
- 7.4 The provision of personal data is voluntary; however, it is required for the proper operation of the App.

8 COMPLAINTS

- 8.1 Any complaints related to the use of the App and to the provision of services via the App, as well as any inquiries concerning the use of the App should be addressed to the Operator at the following email address: info@elephantalarms.com.
- 8.2 The complaint must include: first name and surname, phone number, email address of the User (provided during Registration), name and model of the mobile device, current version of the operating system installed on the mobile device, and a detailed description and indication of the cause of complaint.
- 8.3 The Operator will investigate each complaint within 14 days from the date of its submission, and will inform the User via email about the method of complaint investigation. Should the data or information provided in the complaint be incomplete, the Operator will request the User to provide the missing data or information before proceeding to investigate the complaint. The complaint investigation time will be extended by the time taken by the User to submit the additional clarifications.

9 FINAL PROVISIONS

- 9.1 For matters that are not governed by these Terms of Use, the regulations of the universally applicable law will apply, including in particular the Civil Code and the acts concerning services provided by electronic means.
- 9.2 These Terms of Use are available via the App and on the www.elephantalarms.com website.
- 9.3 The Operator reserves the right to amend these Terms of Use at any given moment. Users will be notified of any amendments to these Terms of Use at least with a 7 days' notice via an

email sent to the addresses provided during Registration, and on running the App for the first time after receiving the notification of the amended Terms of Use. The amendments will enter into force on the date specified in the notification of the amended Terms of Use (but not earlier than within 7 days). The amendments will be considered as accepted by the User the moment he/she continues using the App after the amendments have entered into force.

9.4 These Terms of Use are valid from 1 July 2017.