

## Terms of Use

### § 1. [Preliminary provision]

1. All capitalized expressions and other terms contained and used in the Terms are primarily meanings assigned to them below:

- 1) Application - Software made available to Users under the name KPI Alerts on mobile devices, enabling the use of Functionalities;
- 2) Price list - a document setting out the fees for the use of the Services and Functionalities in a given Variation;
- 3) Data - personal data pursuant to the Act of 29 August 1997 on the protection of personal data;
- 4) Additional terms - documents defining the scope of availability of a given Variation of Services and Functionalities, the duration for which the License is granted and any Additional terms under which Services are provided;
- 5) Functionality - functionality within the Application, in particular the possibility of:
  - a. collecting and processing data reports from external systems;
  - b. monitoring industrial processes;
  - c. creating and maintaining a cooperation with the e-mail account of a User;
  - d. archiving information obtained and processed as a result of the operations of the Application,wherein the detailed scope of Functionalities for a given Variant specify Additional terms;
- 6) Help Desk - Users service office run by the Licensor and comprises the Project office located in Katowice (POLAND), ul. Ligocka 103; e-mail: support@kpialerts.com;
- 7) Consumer - a natural person performing a legal activity not directly related to his trade or profession;
- 8) Account - an account set up by the User within the Application;
- 9) License - a license under which the Licensor entitles the User to make use of the Application on the basis of rules specified in the Terms;
- 10) Licensor – Biz On sp. z o.o. with its registered office in Poland, Warsaw registered in National Court Register at the number: 0000443631, which register documentation is held in Sąd Rejonowy dla m.st Warszawy, Poland;
- 11) License period - the time specified in the Additional terms as the period in which the User granted access to the Application remains active;
- 12) Software - all computer programs;
- 13) Territory – European Union and United States of America;
- 14) End device - an electrical or electronic device designed to provide telecommunication, as well as to connect directly or indirectly to the ends of the Internet network;
- 15) Service - the service, including Functionality, provided by using the Application through the transmission of data on individual request of a User, sent and received using electronic processing devices, which is entirely broadcast, received or transmitted via the Internet;
- 16) User - an entity that uses the Application;
- 17) Variant - the range of Functionalities chosen by a User defined in the Additional terms under which the User may use the Service;
- 18) Terms - the terms (herein) of use of the Application;
- 19) Technical requirements - technical requirements for End devices, necessary for cooperation with the Application: (i) iOS system in version 5 or higher; (ii) activated data transmission;
- 20) Content - any content placed in the Application, including information, descriptions,

reviews, photos, audiovisual works or other messages, transmissions, materials as well as data, designs and trademarks;

21) Malicious code - denotes a computer program or computer code that damages or otherwise has an adverse effect on computer systems, software (including Software, and in particular the Application), computer networks (including the End devices) or data.

2. Use of the Application is only possible upon prior acceptance of the Terms. Access to individual Variants may be dependent on payment of the remuneration referred to in § 3 below.

3. The application is not intended for Consumers. A Consumer cannot effectively enter into a License agreement with the Licensor.

4. Some of the Services and Functionalities provided within the Application may be subject to Additional terms specified for a given Variant. During the use of such Services or Functionalities, the User should adhere to the Additional terms and Terms. In the event of inconsistency between the Terms and the Additional terms, the provisions of the Additional terms shall prevail.

5. Unless otherwise stipulated, all new Functionalities within the Application, including in particular, updates are subject to the Terms.

6. The Licensor does not guarantee the simultaneous availability of all Functionalities or the compatibility of the Application with other Software.

7. Use of the Application by Users is subject to all provisions in force in the Territory, and therefore Users consent not to violate the standards articulated in these regulations. In particular, Users agree to comply with the principles articulated below.

8. Each User is obliged to use the Application, Services and the Functionalities in accordance with their intended purpose, Terms, Additional terms if any, as well as generally applicable provisions of law, public order and decency.

9. Should Users decide to use the Application in a location other than the Territory, such Users are obliged to comply with the law of the place from which access was obtained to the Application.

10. In particular, it is forbidden: to use the Application by using Malicious code; copying, damaging, decompiling, or any other action related to the Application that violates the mere use of the Application.

## §2. [ACCOUNT]

1. Users may: a) post contents, or b) use of certain Services or Functionalities, only after setting up an Account, and providing necessary information in accordance with the facts and effect payments in accordance with the Price List, if required for a given Variant.

2. Payment is not required for setting up an Account.

3. To set up an Account the User should fill out the registration form, providing the following:

a) e-mail address;

b) Username;

c) password.

4. Data provided by a User when registering through the form should be up-to-date, and which the User obliges to promptly update each time - not later than prior to the performing any activity with the use of the Application.

5. Any entity (as one and the same User) may only hold one Account. An Account cannot be the subject of a transaction.

6. The use of the Application is possible on condition that the User is fully entitled to

represent the entity on whose behalf an Account is set up, and its right has not expired, been revoked or otherwise restricted.

7. The Licensor reserves the right to block or delete Accounts, every time it comes to the Licensor's attention that a User cannot undertake important legal transactions using the Application or the User violates the rights of the Licensor, other Users or any third parties. A User has the right to delete his/her Account at any time.

8. When setting up an Account, the User is provided with the current content of the Terms, for which acceptance is required to activate the Account and for use of the Application.

9. The User is obliged to: (a) keep confidential data concerning his/her Account, including passwords, (b) restrict access of third parties to the User's End devices.

10. The User can delete his/her Account at any time.

11. The User is responsible for all Content and other materials (regardless of their form or nature) that are sent, transmitted or made available by the User within the Application.

12. Users are absolutely prohibited from delivering illegal content.

13. The User further declares and warrants that he/she will each time be entitled to all necessary rights to the wordings that constitute or are elements of Contents posted by him/her via the Application - within the scope of exploitation necessary for compliance with the law of the Territory of use of such wording in the Application. This applies in particular to trademarks and other signs distinguishing an entrepreneur.

14. The Licensor enforces the Terms, thus should it deem any wording that constitutes or which are elements of the Content to be in violation of the Terms, shall be entitled, without limiting any other rights that he/she may be entitled to, notify the User, to: a) modify, reject or delete the Contents or parts thereof; b) suspend the User's rights to use the Application; or c) use any technological, legal, operational or other means available to the Licensor to enforce compliance with the provisions of the Terms.

### § 3. [License]

1. The Licensor declares that it has all necessary rights to the Application, which are essential to grant Licenses.

2. The Licensor declares that the Application was designed with the help of programs and tools, the use of which does not require the purchase of additional licenses or such for which the author of the Application acquired the relevant rights. The use of the Application does not infringe any copyright law, or other legally protected property of third parties.

3. The Licensor hereby grants the User a non-exclusive, limited to a Territory, license to use the Application.

4. The License includes the use of the Application on a number of End devices specified in the Additional terms.

5. The License covers the following areas of use:

(a) installation and launch of the Application on a number of User's End devices indicated in the Additional terms, with proviso to section. 4 above;

(b) introduction into End device's memory, in so far as is necessary to comply with the provisions of point (a) of this section;

(c) permanent or temporary reproduction and consolidation of the Application in whole or in part by any means and in whatever form, and regardless of the type and capacity of the medium used, to the extent necessary to comply with the provisions of point (a) of this section;

(d) Use of the Application in compliance with the Terms during the License Period;

6. Licenses are granted on the basis of "as is", which means that the Licensor is not liable

for any potential defects in the Application, and errors in its operation.

7. The Licensor shall not be liable for any damages and costs incurred by the User, related to installation and use of the Application.

8. Granting of a license does not limit the Licensor's right to further distribution of the Application.

9. The User has no right to sub-license the use of the Application.

10. The License shall not be subject to a pledge or any other security, by which a third party could acquire rights to use the Application.

#### § 4. [Remuneration]

1. For granting a License, the Licensor is entitled to remuneration in the amount specified in the Additional terms and Price List.

2. The remuneration is not subject to refund in any case of cessation of the legal existence of the License agreement.

3. Payment shall be effected through the Apple Appstore In-app purchase system.

#### § 5. [User obligations]

1. The User obliges to:

(a) prevent the unauthorized disclosure, publishing, issuing or use of the Application, and is obliged to disclose such facts that come to his/her attention immediately to the Licensor in writing;

(b) use the Application solely for the purpose for which it was designed, without violating the rights of third parties;

(c) comply with applicable laws when using the Application;

(d) secure storage devices containing the Application against loss, reproduction and access by third parties;

(e) keep confidential information obtained on the Application or data contained in the Application;

(f) ensure that persons designated to use the Application were obliged to keep confidential information obtained on the Application or data contained in the Application;

(g) access the Application only through a dedicated interface.

2. The User may not:

(a) use the Application in areas other than those indicated in § 3 section 5 above;

(b) make the Application available to third parties, as well as not to make available the End devices on which the Application has been installed ;

(c) translate, adapt, modify the layout, or make any other changes to the Application - including the removal of errors - without the written consent of the Licensor;

(d) reproduce the code or translate its forms (in particular, decompile, and disassemble), as defined in Art. 74 section 4 points 1 and 2 of the Act of 4 February 1994 on copyright and related rights (i.e. Journal of Laws of 2000 No. 80, item. 904) - if the above is necessary to obtain information crucial to achieving interoperability of the Application with other computer programs - the Licensor may disclose such information;

(e) exercise any dependent rights in relation to the Application;

(f) produce or market an application of a substantially similar form to the Application;

(g) transfer storage device containing the Application, the Application itself or its code to any third party under whatever legal grounds.

3. The User shall not:

(a) undertake any actions undermining the reputation or the value of the Licensor;

(b) undertake actions / misfeasance inconsistent with the copyrights of the Licensor to the Application;

(c) oppose, raise or cause to raise any claims relating to the rights of the Licensor to the Application.

4. The User shall immediately notify the Licensor in writing if it comes to his/her attention of any unlawful or violation of the principles set out in the Terms, or the rights of the Licensor to the Application, use of the Application by third parties.

5. The User should not undertake any measures in the aforementioned cases, without the prior written consent of the Licensor - in particular, the User shall liaise with the Licensor to undertake legal actions that may be necessary to protect the rights to the Application.

6. The Licensor may request that the User destroy the technical resources in its possession (including computer programs), for which its purpose is to facilitate the unauthorized removal or circumvention of the technical protection of the Application.

#### § 6. [License Period]

1. The License is granted for the License Period.

2. The Licensor may terminate the Licence agreement with immediate effect in the event of breach of its provisions by the User, after the ineffective expiry of the 7 (in words: seven) days deadline given to the User to remove the violations.

3. Should the Licensor inform the User that the methods of use of the Application do not meet the requirements laid down in the Terms or Additional terms, the user should in every case ensure the correct use of the Application as soon as possible - but no later than 7 (in words: seven) days of receipt of the information from the Licensor.

4. Attempts to repair or partially rectify the situation do not extend the time limits referred to in section 2 and 3 above, unless a written consent has been expressed by the Licensor.

5. Failure to rectify the improper use of the Application within 14 (in words: fourteen) days, the License agreement shall be assumed terminated by the Licensor with immediate effect and the User shall immediately discontinue any use of the Application, unless the parties to the License agreement agree otherwise in writing.

#### § 7 [Limitation of Liability]

1. To the maximum extent permitted by law, the Licensor shall not be liable for direct, indirect, incidental, moral, or resulting out of, or in any way connected with the Licence agreement - including in particular, the Application - regardless of whether they are based on obligation, violation of the law (including negligence), direct liability or otherwise; even if the Licensor has been notified of the occurrence of such damages.

2. Without prejudice to the provisions contained in section 1 above, in each case, the liability of the Licensor is limited to the amount of the remuneration referred to in § 4 above.

#### § 8. [Confidentiality]

1. The User is obliged to refrain from disclosing information undisclosed to the public on technical, commercial, strategic, legal, financial, or economic, related to research, technical specifications, the software, components and products of the Licensor, obtained in connection with the License agreement; in particular, to those related to the Application.

2. Information specified in section 1 above shall be confidential throughout the period of the License agreement and for a period of five years after termination of the legal existence of the agreement.

3. The User obliges not to publish in any media, statements about the License agreement,

in particular the Application, regardless of the form and medium without the prior written consent of the Licensor. This proviso does not apply to obligation to provide information resulting from the law.

#### § 9. [Force majeure]

1. Neither party to the License agreement shall be liable for non-execution or improper execution of its obligations due to force majeure.
2. Force majeure means an incident independent of the parties; external, impossible, even with due diligence to predict and prevent that occurs after the date of entry into force of the License agreement.
3. If force majeure causes or may cause the failure or improper execution of the obligations specified in the License agreement:
  - (a) the party affected shall promptly notify the second party of the emergence and cessation of force majeure by submitting documentation in this regard;
  - (b) the party affected shall immediately begin to address the consequences of the event;
  - (c) the parties shall agree on how to implement mutual obligations.
4. Each of the parties shall exercise due diligence in order to properly fulfil its obligations despite the occurrence of force majeure.

#### § 10. [Complaint Procedure]

1. Users may submit complaints concerning failure to execute or improper execution of Services.
2. The complaint may be submitted to the Customer Service Office: in writing or electronically (to the email address: support@kpialerts.com), unless precluded by technical possibilities.
3. The complaint should include: (a) the name and residential address of the User; (b) the subject of the complaint and the complaint period; (c) present circumstances justifying the complaint and attach any documents or information showing the legitimacy of the complaint for claims; (d) with proviso to the relevant provisions of the Terms, the amount of compensation or other claims - should a User demand payment; (f) the bank account number or address appropriate to effect compensation or other claims or a request for it to be credited against future payments - where the user demands payment of compensation or other claims; (g) the signature of the User or his/her representative - in the case of a complaint in writing. If a complaint is signed by a representative of the User, this representative is obliged to prove their authorization with relevant documents.
4. Where the complaint submitted does not meet the terms set out in section 3 above, the Licensor, if it deems it necessary for the proper consideration of the complaint, shall call on the User to supplement it, specifying the deadline, not less than 7 days, and the scope of the supplementation, with the instruction that failure to supplement the complaint within the period specified will leave the complaint unrecognized. After the ineffective expiry of the deadline, the claim shall be left unrecognized.
5. The Licensor shall respond to the complaint electronically within 30 days of its submission. Response to a complaint should include: (a) the name of the Licensor's unit handling the complaint; (b) the basis for settlement; (c) the decision to grant or refuse acknowledgment of the complaint; (d) in case of an award of damages - to specify the amount and deadline for payment; (e) in case of return of another claim - to specify the amount and date of its return; (f) notification of the exhaustion of all stages of the complaint procedure; (g) the substantive and legal justification - in case of refusal to acknowledge the

claim in whole or in part.

#### § 11. [Privacy policy]

1. Use of the Application without using any Services or Functionalities, is, in principle anonymous. Data, including name, address, telephone number or e-mail address is not collected during such browsing.
2. All Data is processed in accordance with the Act of 29 August 1997 on the protection of personal data and its executory regulations.
3. Users should be aware that the Administrator may process their Data within the scope provided.
4. Provision of Data, is in principle voluntary but may be a precondition for using particular Functionalities.
5. The scope of Data that will be collected as a result of the need of a User to use specific Services, Functionalities or any other form of cooperation is each time specified in an appropriate form containing a Consent clause.
6. The Licensor is the Data Administrator. Data is collected for the purpose and scope related to: allowing Users to use the Account, Contents, Services, Application or Functionalities; implementation of the License agreement ; the Licensor responding to inquiries, summons or Users applications or reporting violations of rights or property, as well as the fulfilment of the legitimate objectives of the Licensor as the Data Administrator.
7. Users are entitled to access and modify Data contents concerning them. In the cases referred to in Article 23: section 1, points 4 and 5 of the Act of 29 August 1997 on the protection of personal data, a User is entitled to a written (delivered to the address of the Help Desk), justified request to cease processing of his/her Data for particular reasons, as well as the right to object to the processing of his/her Data, if the Licensor intends to use them for marketing purposes, or transfer this Data to a different Data administrator.
8. The administrator is allowed to entrust the processing of the necessary Data of Users, pursuant to the agreement referred to in Art. 31 of the Act of 29 August 1997 on the protection of personal data only to the extent and purpose necessary for the proper execution of certain Services or Functionalities.
9. The User acknowledges and agrees that: a) the Licensor may store Data or other information relating to User's End devices in the form of software such as cookies or log, the use of which is related to the functioning of the Application; b) limit or prohibit the emergence of software such as cookies as part of User's End devices that may bring about negative consequences in the use of the Application; c) The administrator may store or make Data available, if required by law or if it is necessary for the purpose of legal actions, execution of the License agreement or a respond to notification of violations.
10. The administrator may lawfully disclose Data relating to Users in the scope of cooperation with law enforcement agencies and other third parties to enforce the protection of rights, property or other rights.
11. The Licensor shall implement security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of Data. In order to secure the Application against all common areas of threat - in the Application technology and architecture selection stage - certain technological measures were undertaken to enhance the protection of Data sent to the Application.
12. The User should, however, be aware that no one is able to guarantee a hundred percent security of data transmission over the Internet. Thus, despite efforts, the Licensor cannot guarantee and does not warrant the security of information, including data sent via

the Application, including the use of the Services or Functionalities. The Administrator shall provide the User access to current information on: (i) specific risks associated with the use of the Services provided, (ii) the functions and purpose of a Software or data which is not a content component of the Service provided, introduced by the Licensor to the system used by the User.

§ 12. [Final provisions]

1. The parties do not conclude the License agreement as Consumers.
2. Use of the Application is only possible after the fulfilment of the technical Requirements by the User's End device.
3. The Terms, with proviso to Additional terms and Price list, constitute the entire agreement between the parties in relation to the subject matter of the License agreement.
4. Should any provision of the Terms be found void, illegal or unenforceable in any jurisdiction, or modified as a result of the decision of the national or local authorities, the Parties shall endeavour to appropriately adapt the Terms. The Parties agree that the invalidity or ineffectiveness of one provision shall not affect the remaining provisions of the Terms.
5. The License agreement shall remain in full force and effective until terminated pursuant to: a wish by the User or Licensor to terminate the License agreement (on a date indicated therein) or delete an Account.
6. The User may transfer all or part of the rights and obligations under the License agreement to a third party only after obtaining, under pain of nullity, a prior written consent of the Licensor.
7. The Terms and all matters relating to their interpretation or implementation shall be subject to Polish law. Any disputes arising in relation to the Terms, including the License agreement, shall be settled by the courts of law appropriate for the Licensor.