

GENERAL TERMS AND CONDITIONS OF USE OF ACTIVE VIEW SYSTEM

These **General Terms and Conditions of Active View System** (hereinafter referred to as "**General Conditions**") apply to any use of the Active View System Software, which is dedicated to the devices Active Guard and Active Track offered and produced by EBS Sp. z o.o.

By using the Active View System, you accept the General Terms and Conditions.

1. Definitions

System means the Active View System, proprietary software, including maps, documentation, manuals, geographic data, and other information available through the use of the System, but other than CGC; the System has been designed and developed by the Supplier and is offered for use exclusively on Products.

Supplier means the EBS Sp. z.o.o., a Polish law company.

Products means Active Guard and / or Active Track, devices offered by the Supplier, whose primary purpose is to monitor workers and protected objects or other devices managed by the system.

Services mean services provided by the provider of networking access to the System by customers.

Customer means any user of the Services provided by the Supplier.

CGC means the content (content) generated by the Client, containing the Client's data supplied by the Client to the System and processed by the System for the Client.

2. Scope of services

2.1. The Supplier will provide the Client with Services for remuneration, and the Client will be authorized to use the Services, provided that they comply with these Terms and Conditions.

2.2. Access to the system is based on the principles of SaaS (Software as a Service) – access to software as a service. The Client shall not acquire any intellectual property right to the whole of or any part of the System.

2.3. The system is dedicated (intended) solely for use within the Products and only for commercial use. The system can be accessed through the use of standard web browsers, such as Internet Explorer, Firefox, Chrome, etc.

2.4. The Client shall create an individual profile protected by an individualized user name and access password. Products used by the Client may be assigned to the individual profile. The system processes the information provided by products using the GSM network in accordance with the Client's needs and system functionality.

2.5. The Client may use the System only within the scope of permitted use described in point 3.

2.6. The annual system availability is 99.5% excluding planned works. The Supplier reserves the right to perform updates and improvements to the system causing its unavailability not more than twice and for not more than 2 hours in total per month. The Supplier ensures that the System is monitored and supervised 24 hours a day. Each general malfunction is eliminated as soon as possible. The response time is not more than 1 hour for a failure that causes the unavailability of the System.

3. Permitted Use

3.1. Any use of the system that infringes or violates the provisions of law or these General Terms and Conditions shall be deemed an unauthorized use of the System.

3.2. This non-exhaustive list includes activities and goals that are considered to constitute an unauthorized use of the System. It is forbidden to:

- (a) Defame, abuse, harass or persecute other people, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of other people;
- (b) upload, post, email, transmit or otherwise make available any inappropriate, defamatory, obscene, or unlawful content;
- (c) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret, or other proprietary right of any person, unless the owner of such rights has permission of the owner or is otherwise entitled to the use of such content;
- (d) upload, post, email or otherwise make available messages that promote pyramid schemes, chain letters, intrusive advertising, or other advertising materials;
- (e) upload, post, email, transmit or otherwise make available any content, messages or information prohibited by law, General Terms and Conditions, or any applicable rules or guidelines on the System or the Product;
- (f) download any files posted by another person that are known or reasonably suspected to be barred from being distributed in such a manner in accordance with law;

- (g) impersonate another person or entity, or falsify or delete any author attributions or other proprietary designations or labels of the origin or source of the Content, software or any other material;
- (h) restrict or inhibit any other users from using the Product or services;
- (i) use any programs, robots, applications for searching or downloading web pages, or devices that make it possible to retrieve or index any part of the Provider's services or CGC, or collect information about users for any unauthorized purpose;
- (j) send content that falsely indicates or suggests that it is sponsored or recommended by the Supplier;
- (k) create user accounts automatically or under false or fraudulent pretenses;
- (l) promote illegal activities or provide instructional information about them;
- (m) promote physical harm or cause injury to any person, or group;
- (n) transmit any viruses, worms, codes resulting in errors and defects, Trojan horses, or any items of destructive nature.
- (o) use the System in devices other than the Products

4. Limitations of Liability

4.1. The system is available on an "as is" basis, with the exception of warranty. The Supplier excludes the application and does not give any warranties, including implied warranties, as provided by law, including the warranty of fitness for a particular purpose.

4.2. The Supplier does not guarantee that the guarantee is error-free and that it will continuously work in a faultless manner.

4.3. The Supplier reserves that there may be interruptions in ensuring the availability of software for the provision of services- for the purpose of updating the software. The Client will be informed of the time of such interruptions in advance by email. The Supplier shall endeavor to ensure that time of such interruption is the least burdensome for the client.

4.4. The Supplier shall not be liable for the malfunction of the Software caused by: improper use by the Client, including unauthorized modification, malfunction of equipment or other computer software, acts of third parties that are not the Supplier's subcontractors or force majeure.

4.5. The Supplier shall not be liable for any damage, including actual and lost profits, including any specific type of damage, incidental, consequential, tort, or any indirect

damage (including damage arising from loss of business profits) arising out of or in connection with the use of and / or inability to use the system, or its operation, interruption in operation, or an error in the operation of the System, for whatever reason, even if the Supplier informed of the possibility of such damage.

4.6. In particular, the Supplier shall not be liable for any damage resulting from the disclosure by the Customer to third parties of their login and password used for registration and login.

4.7. The customer agrees to the exclusion of the above warranties and limitations of liability regardless of whether they apply to a violation of the General Terms and Conditions or tort, including (but without limitation) lack of due diligence.

4.8. Personal data

4.8.1 The Client declares that they are the controller of personal data processed in the System within the meaning of Regulation (EU) 2016/679 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), hereinafter referred to as the "Resolution",

- a. The Client entrusts the Provider with the processing personal data in connection with the Services Agreement. The Parties declare that the Supplier is the processing entity within the meaning of Article 28 of the Resolution.
- b. The customer entrusts the Provider with the processing of personal data to the extent necessary perform the service under the Agreement on the use of the Active View platform and in accordance with the data processing agreement concluded by the Parties.

5. **Other**

5.1. Should any of the provisions of these General Terms and Condition prove to be invalid, unlawful or unenforceable, such a provision shall be effective to the fullest extent provided for in law and the remaining provisions shall remain in effect.

5.2. These General Terms and Conditions, together with the Contract of Services for Access to the Active View Software, constitute the entire agreement between the Supplier and the Client. Any terms and provisions that deviate from these terms and conditions must be made in writing to be valid.

5.3. The provisions of these Terms and Conditions constitute the rules of providing electronic services, within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item. 1204, as amended).

5.4. The Supplier reserves the right to modify these Terms and Conditions at any time. The current and valid text of the General Terms and Conditions is available on the website of the Supplier: www.ebs.pl. Client may obtain access to these Terms and Conditions at any time via the link provided at www.ebssmart.com, download it and print it out.

These General Terms and Conditions have been drawn up in accordance Polish law. The Vienna Convention on the International Sale of Goods (CISG) shall not apply.

5.5. Any dispute arising regarding the use of the system and in relation to these Terms and Conditions shall be settled exclusively by a court of general jurisdiction for the Supplier.

5.6. These General Terms and Conditions have been drawn up in Polish and English. In case of divergence of interpretation, the Polish version shall prevail.