General Conditions

- 1. These General Conditions govern terms and conditions of services rendered or products provided by Re Ltd. with its seat in Białystok, Republic of Poland, Kolejowa 12E Street, postal code: 15-701 Białystok, court registration no: 0000787214, tax ID number / active VAT taxpayer no: PL 5423363617 ("Re"), web site: https://renteye.com, email: contact@renteye.com, regular working hours: 08:00 16:00, Warsaw time.
- 2. Full acceptance of these General Conditions by a Client is a condition *sine qua non* to engage in any business relation with Re.
- 3. In instances not expressed in these General Condition any business engagement between Re and a Client is govern by the laws of Republic of Poland, with a proper court to resolve disputes with its seat in Białystok, Poland.
- 4. The services are rendered by Re for professional only, in principle for Clients being active VAT taxpayers in their propre tax jurisdictions, properly represented.
- 5. These General Conditions cover, in particular, all firmware of Re, its software-as-a-service solution, hardware indispensable for the software-as-a-service solution, all adjusted services as a back office support, hardware exchange, software updates.
- 6. Re offers it service of noise monitoring and its levels if certain emissions as explained in the Solutions section; called in a shorthand as "Services".
- 7. If and when a full payment for chosen subscription plan is done, Re grants a Client a paid, nonexclusive, nontransferable, revocable, indivisible, limited license to use Services in premises where sensors are used. The license covers Services directly described by Re and does not cover, in particular, Client's software, hardware, Wi-Fi or internet connection, power supply, behavior of its clientele.
- 8. Re accepts full and pre-determined payments for the subscription plans currently offered on its website, paid by bank transfer or credit card.
- 9. Once the order has been paid for, Re issues an electronic invoice which is sent to the customer's email address, registers the user account in the monitoring system and assigns the email address indicated in the order to it and ordered sensors are promptly dispatched by a respectable courier company to the address indicated by the customer. Once the sensors are received, the user assigns them to their account using the mobile app available at:

iOS: https://apps.apple.com/pl/app/renteye/id1517582193

 $And roid: \underline{https://play.google.com/store/apps/details?id=pl.renteye}$

- 10. The subscription period starts from the moment the account is activated by clicking on the activation link sent to the email address indicated in the order. The making of payment for the selected subscription plan has legal significance as the conclusion of a civil law contract with Re governed by these General Terms and Conditions.
- 11. Re offers Services in a subscription model only, offering plans as stated in the Pricing section. Re will not automatically renew expiring subscription plans and will not automatically charge credit card.
- 12. Before the expire date of each service subscription plan Re will send Client 3 email reminders: 30, 7 and 1 day before this date, allowing Client to renew subscriptions.

- 13. If the user's subscription is renewed for a further billing period, they are entitled to a free sensor replacement. The condition for the free sensors replacement is to contact with support team at: contact@renteye.com and send back the existing ones to the address indicated in point. 21 of these terms and conditions.
- 14. The Service is rendered on the inhouse produced hardware only sensors where Re keeps is ownership of these sensors and letting Clients use them during their chosen subscription plans.
- 15. The Service and inhouse hardware operate on Re firmware, covered by: intellectual property laws, civil and criminal laws of Republic of Poland, and Re strongly prohibits any malicious act toward them.
- 16. Re constantly develops and improves the Service including any new or upgraded functionalities to its current Service content, with no impact on prices of already paid subscription plans.
- 17. Terms and conditions of the Services for Clients using 9 or more sensors may be negotiated on individual basis, altering these General Conditions, and if so agreed in a written form under pain of invalidity. Re may announce changes in conditions of Services in a written form, publishing them with at least 7 days advance and notifying by emails send on email addresses provided by Clients.
- 18. Re by default does not collect, process, store, provide access to of any personal information rendering Services. The Privacy Policy of Re in full version is available here: https://renteye.com/wp-content/uploads/2023/04/re-privacy-policy.pdf
- 19. Re excludes to the furthest extend permitted by the law any liability which may originate out Services, in particular in articles: 471, 556 581 of the Polish Civil Code, and is not responsible for any damages including loss of profit and does not replace, duplicate, supplement or facilitate in any other way prudent ways of conducting its business by a Client meaning in particular a proper insurance policy, direct oversight, or preliminary screening of its clientele. Re is not responsible for any force majeure impacting the Services or disruptions in services provided by any other actors, such as: electric power, internet or Wi-Fi connectivity, Clients hardware, disconnection of sensors of any reason or with no reason at all. In an improbable case of a faulty sensor provided by Re, each case will be examined on spot and separately.
- 20. Re is permitted to an immediate termination of all subscription plans with a Client bending or braking these General Conditions, in particular infringing its intellectual property rights, with no compensation, reserving a right to refuse to render Service for such Client any time.
- 21. In any case of termination or expiry of a civil law contract related to these General Terms and Conditions, the Customer shall immediately, no later than within 14 days of the termination or expiry of the contract, send all sensors in his possession as belonging to Re to the indicated address: RE Ltd. 12E Kolejowa Street, 15-701 Białystok.
- 22. In the event of damage to or failure to return the sensors by the date specified above, Re reserves the right to charge a penalty of 30% of the subscription value for each unreturned device and to issue an accounting note as the basis for settlement.
- 23. These General Conditions are supplemented by the RE privacy policy creating even more perfect civil contracts with Clients.