

## **Service Agreement by Amica S.A.**

The present service agreement (referred to as the "**Agreement**") is concluded between the User utilizing the defined Services below and **Amica S.A.**, based in Wronki, ul. Mickiewicza 52, 64-510 Wronki, NIP 7630003498, REGON: 570107305, entered into the Register of Entrepreneurs of the National Court Register under number KRS 0000017514, whose registry files are maintained by the District Court in Poznań – Nowe Miasto and Wilda in Poznań, with a share capital of 15,550,546 PLN fully paid up.

The User can contact Amica S.A. at the email address kontakt@amica.com.pl and phone number +48672546100.

**Before accepting the Agreement, the User should carefully read its content and fully understand its terms, especially the clauses highlighted or otherwise emphasized to draw attention to them. In case of any doubts regarding the terms of the Agreement, please contact Amica S.A. at the provided email address or phone number.**

**The User may not use the Services before reading and accepting all terms of the Agreement and other related agreements and documents. By selecting the "I Accept the terms of the Agreement" option and completing the registration procedure, the User is deemed to have read the Agreement and accepted its terms and applicable documents, including the privacy policy.**

The complete Agreement includes the content of this document and the Amica S.A. Privacy Policy linked to this document in a manner enabling easy review.

The Agreement constitutes regulations for the provision of electronic services referred to in Article 8 of the Act on the provision of electronic services. The Agreement is provided to the User free of charge after downloading the Application and before concluding the Agreement and starting to use the Application. The Agreement is available in the Application in a manner and form enabling its download, storage, and reproduction.

### **I. Definitions**

**Application** – means the software developed by Amica S.A., downloaded, and installed by the User on a mobile device with the iOS or Android operating system, functioning based on the universal Tuya IoT platform, provided by the Technical Provider under an agreement concluded by Amica S.A.

**Services** – mean the functionality of the Application defined in the Agreement, provided by Amica S.A. and the Technical Provider, which the User can use on a mobile device with the installed Application.

**Technical Provider** – means the owner of the Tuya IoT platform, Tuya GmbH.

### **II. Services**

The Application allows the User to remotely manage Amica Smart branded household appliances marked with "Amica Smart" and access Amica S.A. websites containing descriptions of products and their functions. The features of the Tuya IoT platform provided by the Technical Provider may also enable connectivity with other devices supported by the Tuya IoT platform and other services.

The current list of Application functionalities is included in **Appendix 1** to this Agreement.

The scope of Services may be optimized or modified depending on changes in User requirements or changes made by the Technical Provider. The User will be notified of changes in the scope of Services in a manner appropriate for amending the Agreement.

Amica S.A. does not guarantee that the Services will be available continuously. The User acknowledges that there may be interruptions in Services, particularly in the event of failure or maintenance and modification work on the Application or the Tuya IoT platform.

Services are provided by Amica S.A. free of charge, as additional services cooperating with the Amica Smart branded household appliances offered by Amica S.A.

Amica S.A. does not provide any warranty for the Application, in particular regarding its use, functionality, suitability, quality.

### **III. Technical Conditions**

The Application is intended for installation and use on a mobile device with the iOS or Android operating system. To this end, the Application is available in the App Store for iOS devices and in the Google Play store for Android devices.

System and hardware requirements necessary for the proper operation of the Application:

(i) for iOS and Android operating systems:

Minimum requirements:

- Operating system: Android 7.0 or newer, iOS 12.0 or newer
- RAM: 2 GB
- Processor: 4-core CPU, at least 1.3 GHz
- Internal memory: at least 100 MB of free space for application installation
- Connectivity: Wi-Fi 2.4 GHz (some Tuya devices do not support 5 GHz), Bluetooth (for some BLE devices)
- Permissions: Access to location, Bluetooth, camera (for QR code scanning), notifications

Recommended requirements (for smooth operation):

- Operating system: Android 10 or newer, iOS 15 or newer
- RAM: 4 GB or more
- Processor: Octa-core (e.g., Snapdragon 6xx/7xx, Apple A12 and newer)
- Internal memory: at least 500 MB of free space (for cache and data)
- Screen: HD+, preferably FHD+ (for better interface readability)

Amica S.A. does not guarantee that the above requirements will remain unchanged over time. These requirements may change due to the development and updates of the Application. The User will be notified of changes in terms in a manner appropriate for amending the Agreement.

### **IV. Using the Services**

Starting to use the Application requires downloading the Application to a mobile device and launching it on the mobile device, then completing the registration procedure and providing the User's email address or phone number, which will be necessary to verify the registration with a sent code.

The agreement between Amica S.A. and the User is concluded upon the User confirming the conclusion of the Agreement on the mobile device by using the "I Accept" button. Amica S.A. sends confirmation of the conclusion of the Agreement in the form of a .pdf document to the email address provided in the Application.

Upon concluding the Agreement, Amica S.A. grants the User a non-exclusive license to use the Application according to its purpose and the Agreement. For the purposes of the provisions requiring the determination of the so-called fields of exploitation covered by the granted license, the fields of exploitation are defined as: "Permanent or temporary reproduction of the computer program in whole or in part, exclusively for the User's private needs and solely within the scope consistent with the purpose of the Application." The Application may only be used for non-commercial purposes. Installation, application, and launching the Application for commercial purposes is prohibited.

The Agreement is a license agreement granting the User only the authorization to use the Application and in no way means the sale or any other form of transfer of rights to the Application. The User's rights do not in any case and in any way exceed the scope of rights expressly and unequivocally granted under the Agreement.

The Agreement does not include any, including implied, obligations of Amica S.A. to the User unless explicitly stated in its content. In particular, the Agreement does not include the obligation of Amica S.A. to provide services involving making changes to the Application, installing or testing the Application software, or conducting training.

**The Application is intended solely for cooperation with the Tuya IoT platform.**

The User is solely responsible for the accuracy, reliability, integrity, and legality of the entered data and the legality of the method of their acquisition.

The User is obliged to properly secure their login data. In the event of a breach of account security (including, among other things, password disclosure), the User should immediately notify Amica S.A.

The User is obliged to install Application updates immediately after receiving a notification about the availability of updates. Amica S.A. may limit or block the use of the outdated version of the Application.

**V. Third Party**

The User acknowledges that the Services rely, among other things, on software or services provided by third parties. These services are made available to facilitate the use of the Application, and the required legal authorizations are obtained from third parties by Amica S.A. or the Technical Provider.

The Application may contain information from third parties, which Amica S.A. and the Technical Provider do not control, and therefore, they are not responsible for such third-party information.

**VI. Security Conditions**

The User is obliged to keep confidential information ensuring the secure use of the Application and not disclose authentication data (including login and password) to unauthorized persons.

The User is obliged to properly secure the mobile device used while using the Application, in particular by: (1) using legal software and keeping it up-to-date according to the manufacturers' recommendations, (2) using strong passwords to prevent unauthorized access by third parties, (3) using trusted or secured Wi-Fi networks.

The User is obliged to report to Amica S.A. information about security incidents related to the use of the Application, including the suspicion of disclosure of authentication data (login or password) to unauthorized third parties. If the User notices signs of improper or unusual operation of the Application, they should

immediately stop its operation and report the observed problems to Amica S.A. Reports should be sent to the email address provided in the Agreement.

Amica S.A. hereby informs about potential threats related to the use of the Application as provided electronically, including but not limited to: (1) the presence and actions of malware and computer viruses (special software that, once activated, can infect files in a self-replicating manner, usually unnoticed by the user); viruses can be more or less harmful to the operating system in which they exist, but even in the least serious case, they waste RAM, CPU, and hard drive space. Malware refers to intrusive software, such as viruses, Trojan horses, ransomware, spyware, adware, scareware, and other harmful programs; (2) the presence and actions of so-called internet worms (worm), which are self-replicating software; (3) the possibility of spyware (spyware), i.e., software tracking the user's activities on the Internet, activating without their knowledge, consent, and control; (4) the possibility of phishing (phishing), i.e., obtaining confidential personal information (e.g., passwords) by pretending to be a trustworthy person or institution; (5) the possibility of hacking into the user's teleinformation system using, among other things, such hacker tools as exploit and rootkit; (6) cryptanalysis activities, i.e., finding weaknesses in the cryptographic system, thus enabling its breaking or bypassing.

## **VII. Prohibited Actions**

**The User should use the Application only according to its intended purpose and within the limits specified in the Agreement, regardless of the technical possibilities of using it otherwise.**

Any copying of the Application or its parts is prohibited, except for activities related to the normal use of the Application or rights arising from mandatory provisions of law, as well as all forms of sharing the Application with third parties. Amica S.A. does not allow the transfer of rights to the Application to third parties, including any forms of assignment of license rights.

The Application is subject to the license as a single entity, and it is prohibited to replace, separate, and change its individual components and modules or use them in any form other than for its intended purpose. Any forms of disassembly, decompilation, source code recovery, and other ways of translating software, except for rights arising from mandatory provisions of law, are prohibited.

**Furthermore, the following actions constitute a violation of Application usage standards:** (1) distributing or sharing code or software that intentionally damages or modifies the computer system or data, in particular computer viruses, worms, and malware, (2) collecting information or data from other Users, (3) using the Application in an automated manner, leading to excessive server load or disrupting server and network operation in other ways, (4) attempting to access server data or Application communication data, (5) disrupting or damaging the Application's operation, (6) deleting or modifying information and disclaimers regarding intellectual property rights contained in the Application.

While using the Application, the User must not engage in unlawful actions or inappropriate behavior that violates Application usage standards, including introducing, transmitting, sending, or sharing unlawful content, in particular: (1) contrary to the basic principles defined in the Constitution, (2) inciting hatred on national, racial, ethnic, or other grounds, (3) promoting pornographic, gambling, violence, murder, terrorism content or encouraging the commission of crimes, (4) defamatory, insulting, or infringing the rights and interests of other persons, (5) containing fraudulent, harmful, threatening content, (6) violating privacy, harassing, defamatory, vulgar, obscene, or morally reprehensible, (7) containing other content prohibited or restricted by applicable legal norms.

**The User understands and agrees that in the event of a breach of the Agreement, including the above standards for using the Application, Amica S.A. may limit or block access to the Application, including terminating the Agreement.**

The User understands that they are responsible for unauthorized actions, which may include liability to both Amica S.A. and the Technical Provider and third parties, including liability for damages.

Amica S.A. has the right to control the legality of using the Application by using lawful technical means for this purpose.

### **VIII. Limitation Clauses**

Amica S.A. will make efforts to ensure the security and reliability of the Application and related technologies and information. However, due to limitations resulting from currently available technologies, Amica S.A. cannot guarantee this.

The User acknowledges that using the Application involves Internet services, which means that the use of the Application is influenced by factors related to the stability and continuity of data transmission. Therefore, although Amica S.A. makes efforts to ensure the functioning of the Services, the Services may experience limitations or failures resulting from the inherent characteristics of the Internet and electronic communication and factors beyond the reasonable control of either party to the Agreement. The User acknowledges and agrees that Amica S.A. will not be liable for the risks described above that are beyond the control of Amica S.A.

Due to the free nature of using the Application, to the fullest possible and permissible by law extent, Amica S.A.'s liability to the User in connection with the User's use of the Application is excluded. Within this, Amica S.A. is not liable: (1) for the lack of functionality of the Application meeting the User's expectations, its compatibility with other User's software, or errors occurring during the operation of the Application, (2) for (i) loss or damage to the device, data, or information, (ii) interruptions in the functioning of IT systems and connections, (iii) incidental or indirect damage or damage that could not have been foreseen when the Agreement was concluded, (iv) infringement of personal rights or reputation, (3) in connection with the User's use of the Application contrary to the Agreement or its intended purpose, including the use of the Application without installing its available updates, (4) for claims raised against the User by third parties.

Neither Amica S.A., nor the User, is liable for non-fulfillment of their obligations in the event that it was entirely caused by reasons beyond their control (beyond their control), including force majeure.

The limitations specified above apply to all cases of damage, i.e., both damage resulting from non-performance or improper performance of obligations (ex contractu) and resulting from a tort (ex delicto).

In the event that mandatory provisions of law, whose application cannot be excluded by agreement, do not allow the limitation or exclusion of Amica S.A.'s liability as specified above, then to the extent that it is not legally permissible, the exclusions or limitations of Amica S.A.'s liability specified above will not apply to the User.

### **IX. Agreement Validity**

The Agreement is concluded for an indefinite period. The User has the right to use the Application for the entire period it is installed on the mobile device until the User or Amica S.A. terminates the Agreement.

The User has the right to uninstall the Application and stop using the Services at any time. Uninstalling the Application by the User is equivalent to terminating the Agreement as understood in the point below.

The User has the right to terminate the Agreement at any time without notice. Termination of the Agreement occurs by: (1) uninstalling the Application by the User from the mobile device or (2) by sending a termination statement in document form to the email address provided in the Agreement.

Amica S.A. has the right to terminate the Agreement with six months' notice. In the event of a breach of the Agreement by the User, Amica S.A. has the right to terminate the Agreement without notice. Termination of the Agreement occurs by sending a termination statement in document form to the email address provided in the Application. The termination statement may also be additionally sent in the form of a message displayed in the Application.

Upon termination of the Agreement, the User is obliged to stop using the Application and uninstall the Application from the mobile device.

#### **X. Agreement Amendment**

Amica S.A. has the right to amend the Agreement at any time with effect for the future. Amica S.A. will inform about the amendment of the Agreement by sending the User information in document form to the email address provided in the Application no later than one month before the amendment is introduced. Information about the amendment of the Agreement may also be additionally displayed during the Application launch procedure on the mobile device.

The User is bound by the amendment of the Agreement after one month from the date of notification by the Service Provider, unless the User terminates the Agreement within this period. Using the Application after the amendment of the Agreement comes into effect means accepting the Agreement in its new wording.

#### **XI. Withdrawal from the Agreement**

A User who is a consumer may withdraw from the Agreement without giving reasons and without incurring costs within fourteen days of its conclusion. The right to withdraw from the Agreement may be exercised by the User by sending a withdrawal statement: (1) in writing to the address: Amica S.A., ul. Mickiewicza 52, 64-510 Wronki, or by email to the email address kontakt@amica.com.pl. The withdrawal statement can (but does not have to) be submitted on the form, the template of which is attached to the Agreement. It is sufficient to send the withdrawal statement before the deadline to meet the withdrawal period. Withdrawal has the effect as if the Agreement had not been concluded.

#### **XII. Complaints, out-of-court dispute resolution**

Complaints can be submitted by the User: (1) in writing to the address: Amica S.A., ul. Mickiewicza 52, 64-510 Wronki or by email to the email address kontakt@amica.com.pl.

The complaint should include the identity of the person submitting the complaint and their contact details necessary to respond to the complaint and a description of the problem or event that is the basis for the complaint. Amica S.A. may request the User to provide additional information if

#### **XIII. General and Final Provisions**

The Agreement is governed by Polish law. In matters not regulated by the Agreement, in particular the provisions of the Civil Code and the Act on Copyright and Related Rights shall apply.

If any provision of the Agreement is found to be invalid, unlawful, or unenforceable, it shall not affect the validity, legality, or enforceability of the remaining provisions of the Agreement, and the provision found to be invalid, unlawful, or unenforceable shall be, if possible, replaced by another provision of a nature and purpose as close as possible to the provision that was found to be invalid, unlawful, or unenforceable.

Any disputes arising between Amica S.A. and the User shall be resolved first through good faith efforts in an amicable manner.

Due to the free nature of the use of the Application, the User acknowledges and agrees that Amica S.A. may at any time, at its discretion, transfer to a third party, in whole or in part, its rights to the Application and its rights and obligations under the Agreement.

Attachment – Withdrawal form template

[Please complete and return this form only if you wish to withdraw from the agreement]

Recipient: Amica S.A., ul. Mickiewicza 52, 64-510 Wronki.

I hereby inform you of my withdrawal from the agreement for the provision of services by Amica S.A. within the Amica Smart application.

Date of agreement / installation of the application.

Consumer name: \_\_\_\_\_

Consumer address: \_\_\_\_\_

Date: \_\_\_\_\_

Consumer signature: \_\_\_\_\_ [if the form is sent in paper version]

## **Attachment 1**

### List of functionalities of the Amica Smart Application:

1. Selecting pre-programmed settings.
2. Changing device settings.
3. Creating custom programs.
4. Using recipes provided by Amica S.A.
5. Saving custom settings (user programs).
6. Device integration.
7. Submitting feedback on the application and devices.
8. Contacting Amica S.A.
9. Reading device location.
10. Checking weather data.
11. Receiving messages from devices.
12. Receiving global messages from Amica S.A.
13. Accessing Amica S.A. websites.
14. Submitting feedback to Amica S.A.
15. Making purchases on the Amica S.A. website.
16. Sharing devices with third parties with specified permission levels.
17. Integrating devices from the Tuya platform, provided that manufacturers other than Amica S.A. make such functionality available in full or limited scope, for which Amica S.A. bears no responsibility.