

MELINK – USER AGREEMENT

I. GENERAL PROVISIONS

1. These Terms and Conditions of Use have been drawn up by Vershold Poland Sp. z o.o., with its registered office in Warsaw, address: ul. Żwirki i Wigury 16A, 02-092 Warszawa, entered in the register of businesses kept by the District Court for the Capital City of Warsaw, XIII National Court Register, under number KRS: 0000629221, REGON: 142114475, NIP: 7010209892, share capital in the amount of PLN 1,000,000 – hereinafter also called "Vershold". The Terms and Conditions of Use define the rules for the provision of electronic services by Vershold and the rules for using the mobile application MELINK.
2. The Terms and Conditions of Use is addressed only to Users using the MELINK application, through which Users can control smart devices using their phone at any time and place.
3. MELINK is made available to Users free of charge according to the Terms and Conditions of Use set forth herein.
4. The Terms and Conditions of Use is available to Users at www.melink.eu as well as directly in the Application in the "Settings / About MELINK / Application Terms and Conditions of Use" tab (Users can view it at any time, save it in the device's memory in PDF format or print it out).
5. The User is obliged to comply with the provisions of the Terms and Conditions of Use starting the moment the Agreement is concluded.

II. DEFINITIONS

Whenever the following terms are used in the Terms and Conditions of Use, they should be understood in the following sense, unless the context of their use clearly indicates otherwise:

- 1) Application – MELINK software for mobile devices using the Android or iOS operating systems, made available to the User for installation and use;
- 2) Account – a service provided by Vershold which is an individualized data resource enabling the User to use the Application's functions;
- 3) Consumer – a natural person performing lawful acts not related directly to their business or occupational activity;
- 4) Newsletter or Marketing News – service provided by Vershold to the User, whereby the User may receive from Vershold, with the User's explicit consent, cyclical marketing information about services and products, including new products and promotions, in the form of notifications in the Application;
- 5) Terms and Conditions of Use – this document, which specifies the rules for the electronic provision of services by Vershold and the rules for using the Application;
- 6) Agreement – agreement between Vershold and the User concerning use of the Application;
- 7) Service – services provided electronically by Vershold to Users pursuant to the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2017, item

1219, as amended) via the Application according to the rules specified in the Terms and Conditions of Use;

- 8) Service Provider – Vershold Poland Sp. z o.o., with its registered office in Warsaw, address: ul. Żwirki i Wigury 16A, 02-092 Warszawa, entered in the register of businesses kept by the District Court for the Capital City of Warsaw, XIII National Court Register, under number KRS: 0000629221, REGON: 142114475, NIP: 7010209892, share capital in the amount of PLN 1,000,000;
- 9) User – natural person at least 18 years of age, including natural persons conducting business activity, who use the Application.

III. SERVICE PROVIDER DATA

1. Service Provider Name: Vershold Poland spółka z ograniczoną odpowiedzialnością (limited liability company).
2. Service Provider Address: ul. Żwirki i Wigury 16A, 02-092 Warszawa.
3. The Service Provider is entered in the register of businesses kept by the District Court for the Capital City of Warsaw, XIII National Court Register, under number KRS: 0000629221, REGON: 142114475, NIP: 7010209892, share capital in the amount of PLN 1,000,000.
4. In every instance, including when the Terms and Conditions of Use refer to contact with Vershold, the User may elect to contact Vershold directly via:
 - a) the Application (FAQ and „Opinions / Report Issue” tab);
 - b) email: infolinia@vershold.com;
 - c) written correspondence sent by post to the registered office of Vershold Poland Sp. z o.o., address: ul. Żwirki i Wigury 16A, 02-092 Warszawa;
 - d) telephone: +48 667 090 903 (incurring the cost of the call according to the operator’s rate).

IV. CONCLUSION AND TERMINATION OF THE AGREEMENT FOR THE ELECTRONIC PROVISION OF SERVICES

1. The Agreement is concluded upon registration of the User’s Account.
2. The Agreement is concluded for an indefinite period of time.
3. The User may terminate the Agreement at any time without notice, in particular if they do not accept any amendment to the Terms and Conditions of Use or Privacy Policy, or any update to the Application. The Agreement is terminated upon deletion of the User Account, without the need to submit any additional statements. The User Account can be deleted by clicking the Deactivate Account button in the “Account / Account and Security / Deactivate Account” tab. Next, the User confirms deletion of the Account by clicking “Yes” to confirm Account deletion. The User may restore their Account within 7 days after deleting it by re-establishing the Account using the email address used for registering the Account previously. After 7 days have elapsed following the day of Account deletion, the User may no longer restore their Account, though the User may create a new Account.
4. Vershold may terminate the Agreement at any time, giving two weeks’ notice. Vershold is entitled to terminate the Agreement for the following reasons in particular:
 - a) amendments to legal acts governing the electronic provision of services by Vershold, affecting mutual rights and obligations set forth in the Agreement or changes in the interpretation of the aforementioned legal acts as the result of court

- rulings, decisions, recommendations or orders issued by relevant government offices or bodies;
 - b) changes to the manner in which the Services are provided electronically on account of e.g. technical or technological reasons;
 - c) the introduction of new services, or the modification or withdrawal of existing Application Services, by Vershold.
5. Vershold may terminate the Agreement without notice if the User uses the Application in a manner contrary to the law or to the Terms and Conditions of Use. Prior to terminating the Agreement without notice, Vershold may request the User to cease violations or remediate the effects of any violations within a time limit set by Vershold, via a message sent to the email address provided by the User during Account registration.
 6. In the event the Agreement is terminated by Vershold, the User Account shall be deleted and the User shall be obliged to uninstall the Application from their mobile device.
 7. Regardless of the right indicated in par. 3. above, a User who is a Consumer may withdraw from the Agreement within 14 days following its conclusion. Information on the right to withdraw from the Agreement is regulated below. In the event of withdrawal from the Agreement, the User Account must be deleted by the User. The User Account is deleted by the Deactivate Account button in the "Account / Account and Security / Deactivate Account" tab. Next, the User confirms deletion of the Account by clicking "Yes", thereby confirming Account deletion. The User may restore their Account within 7 days after deleting it by re-establishing the Account using the email address used for registering the Account previously. After 7 days have elapsed following the day of Account deletion, the User may no longer restore their Account, though the User may create a new Account.

V. ACCOUNT REGISTRATION IN THE APPLICATION

1. In order to use the Application, it is necessary to download it from the App Store website (for iOS) or Google Play (for Android) and install it on the User's mobile device (phone or tablet) as well as perform the other steps described in the Terms and Conditions of Use.
2. An Account must be registered before it can be accessed and used. Account registration is free of charge.
3. During the Account registration process, the User is asked to enter the following data: location (country) and email address. After selecting the appropriate, required check boxes – the "Consent" box for acceptance of the Terms and Conditions of Use and the Privacy Policy – the User selects the "Get verification code" option. The verification code is sent to the email address provided during registration. After entering the verification code, the User is directed to the main Application panel. The provision of further information is voluntary and not required for Account registration. The boxes that must be filled out in the Account registration process have been marked in the Application. In the event the User disagrees with the Terms and Conditions of Use or the Privacy Policy, the User may opt out of creating an Account by clicking the "Cancel" button.
4. By registering an Account, the User declares that:
 - a) the data provided by the User are consistent with the facts and do not infringe any rights of third parties;
 - b) they are an adult;
 - c) they have read the Terms and Conditions of Use and commit to complying with them.

5. The User shall be solely responsible for any inconsistencies in the personal data provided, as well as for disclosing their Application login data to third parties.
6. After entering the required data (location and email address), confirming acceptance of the Terms and Conditions of Use and the Privacy Policy and entering the correct verification code, the User performs registration.
7. If the registration form is not completed correctly, information about the problem will be displayed in the Application. In this situation, the User should repeat the Account registration procedure.
8. The user is entitled to edit their nickname and the location data provided during Account registration. Changing a nickname and location data does not require confirmation by Vershold. The User does not have the option to edit their email address in the Application; this is due to the security policy entered into the Application. The only way a user can change their email address is to delete their Account and register an Account with a new email address.
9. After registering the Account, the User gains access to the Application and may use the Application's functions.

VI. USING THE APPLICATION

1. The Application enables use of the following Services (Application functions):
 - a) Account registration by the User;
 - b) editing data provided by the User – managing this information and data;
 - c) accessing commercial information about services offered by Vershold;
 - d) asking Vershold questions via a provided form (“FAQ and Opinions / Report Issue” tab);
 - e) communicating with Vershold in the “Message Centre” tab;
 - f) providing the Newsletter by sending notifications in the Application with commercial information about Application-related matters.
2. Vershold reserves the right to introduce new types of Services rendered as part of the Application, as well as to cease rendering selected Services.
3. Vershold stipulates that in order to use functionalities related to remote control of devices using the Application, the User must enter in the Application information about the house / building in which the devices will be remotely controlled. The data should be entered in the “Home Management / Add Home” tab.
4. In order to ensure product compatibility with your smartphone, the Application may access the following device functions: positioning data; photos and video (to personalize the Account); microphone (to record voice commands); camera (to scan the QR code in the device’s initial configuration); SD card or memory (for storing photos or videos from the camera); Bluetooth (for connecting the Application and Bluetooth products); telephone (for making connections and notifications in the Application). Vershold has no access to images and sound, and reproducing images and sound in the cloud is impossible.

VII. NEWSLETTER (Marketing news)

1. In order to start providing the Newsletter service to the User, the User submits to Vershold a declaration of consent to receive the Newsletter by actively selecting "Marketing news"

in the "ME / Message Centre / Newsletter" tab. The User may also submit a declaration of consent to receive the Newsletter at any time after logging into the Account.

2. Submitting a declaration of consent to receive the Newsletter by actively selecting "Marketing news" in the "ME / News Centre / Newsletter" tab includes consenting to receive commercial information from Vershold pursuant to art. 2 point 2 of the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2017, item 1219, as amended), according to which commercial information means any information intended directly or indirectly to promote the goods, services or image of a business or a person practicing an occupation whose right to practice it depends on meeting requirements set forth in separate laws, excluding information enabling communication via electronic means with a specific person and information about goods and services not serving to achieve commercial results desired by the entity that orders its distribution, in particular without remuneration or other benefits from producers, sellers and service providers.
3. The Vershold Newsletter service will also provide the User access to information about services, promotions, discounts and time-limited offers.
4. The Newsletter service is provided by Vershold to Users free of charge and for an indefinite period. The User is entitled at any time to unsubscribe from the Newsletter without giving a reason by actively selecting "Marketing news" in the "ME / Message Centre / Newsletter" tab.

VIII. TECHNICAL REQUIREMENTS FOR APPLICATION USE

1. Use of the Application requires that the User's mobile device (phone or tablet) meet the following technical requirements:
 - a) the mobile device is compatible with the Application and has Internet access;
 - b) the mobile device is active and its data transmission service is correctly configured;
 - c) the mobile device has an Android or iOS operating system installed – mobile operating system requirements: Android 6 or higher, iOS 9.0 or higher;
 - d) the user has access to electronic mail and an active email address.

IX. DUTIES AND LIABILITIES

1. The User is obliged to use the Application in a manner consistent with its purpose, applicable laws, social norms and the provisions of the Terms and Conditions of Use.
2. The User is obliged in particular to:
 - a) use the application in a manner that does not interfere with its functioning, as well as in a manner that does not offend or inconvenience other users of the Application or Vershold;
 - b) use all information and materials accessed via the Application solely within the bounds of permitted use.
3. The User may not copy, modify, distribute or reproduce the Application in full or in part.
4. Information provided to Vershold by the User, in particular the User's data, may not be unlawful, including infringing the rights of third parties.
5. The User is obliged to take the necessary measures to secure the confidentiality of data needed to log in and use the Application as well as to not disclose this data to unauthorized persons.

6. The User is obliged to immediately notify Vershold of any violation of the User's rights in connection with use of the Application.
7. Vershold is not liable for:
 - a) any malfunction of the mobile device on which the User has installed the Application;
 - b) loss of data by the User or any damages that arise in the event of improper use of the Application or mobile device;
 - c) limitation or disruption of Internet access, including improper data transmission;
 - d) the provision of incorrect data during Account registration;
 - e) any other disruption to use of the Application resulting from User actions that violate the Terms and Conditions of Use.

X. PRODUCTS AND SERVICES

The availability of products and services at any given time does not guarantee that these products and services will be available at all times. Vershold reserves the right to withdraw any product and service from sale at any time.

XI. COMPLAINTS

1. The User is entitled to pursue complaints in so far as they are related to use of the Application, in particular the incorrect functioning of the Application.
2. In matters not covered by the Terms and Conditions of Use regarding the guarantee and warranty for physical or legal defects of the service, the relevant provisions of generally applicable law shall apply, in particular the provisions of the Civil Code.
3. Complaints may be submitted by the User in any manner convenient for the User, in particular they may be submitted in writing to the address "Vershold Poland Sp. z o.o., ul. Żwirki i Wigury 16A, 02-092 Warszawa" or in electronic form via email to the address: infolinia@vershold.com.
4. When submitting a complaint – in order to improve and speed up its review – it is recommended that the User include the following information in the complaint:
 - a) information known to the User about the defect and the circumstances in which it was found, revealed or its type was determined, as well as the date the defect occurred;
 - b) the manner in which the User expects the complaint to be dealt with;
 - c) the contact information of the complainant.
5. The recommended content of the User's complaint is only a suggestion for the complaint notification; if followed, it can speed up and improve the User's complaint. However, failure to include any of the above elements and data in the complaint shall not impinge upon the effectiveness of the complaint or Vershold's obligation to respond to it.
6. The complaint should be submitted in Polish.
7. Vershold shall present a response to the User's complaint no later than 14 days from the date of its submission by the User. If Vershold does not respond to the User's complaint within the specified period, it means that Vershold has accepted the complaint, unless within 14 days from the date the complaint is received Vershold informs the User that it is extending the complaint review period by no more than a further 14 days.
8. Vershold shall respond to a User's complaint in paper form, sending the correspondence to the mailing address provided by the User, or in the form of an email message to the email address indicated by the User in the complaint.

XII. METHODS OF REVIEWING COMPLAINTS AND PURSUING CLAIMS OUTSIDE COURT

1. Vershold hereby informs that the User who is a Consumer may pursue complaints and redress outside court.
2. Detailed information on the options for the User who is a Consumer to use out-of-court methods to pursue complaints and redress as well as the rules for using these procedures are available at the headquarters and on the websites of county (municipal) consumer ombudsmen, social organizations (whose statutory tasks include consumer protection), Provincial Inspectorates of the Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:
 - http://www.uokik.gov.pl/spory_konsumenckie.php;
 - http://www.uokik.gov.pl/sprawy_indywidualne.php;
 - http://www.uokik.gov.pl/wazne_adresy.php.
3. The use of out-of-court methods for pursuing complaints and redress is voluntary for Vershold and the User. This information does not constitute a commitment by Vershold to use out-of-court dispute resolution

XIII. RIGHT TO WITHDRAW FROM THE AGREEMENT

1. A User who is a Consumer has the right to withdraw from the Agreement (without giving any reason and without incurring any costs other than those stipulated by law) within 14 (fourteen) days from the date the User concludes the Agreement.
2. A User who is a Consumer may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to Vershold. The statement may be submitted on the form a specimen of which is placed at the end of the Terms and Conditions of Use; however, using the form is not obligatory, and not using the form has no affect whatsoever on the effectiveness of submitting a statement of withdrawal from the Agreement.
3. To meet the deadline for withdrawal from the Agreement, it is sufficient for the User who is a Consumer to send to Vershold – before the deadline indicated in par. 1 above – an unequivocal statement of withdrawal from the Agreement. The User may withdraw from the Agreement by sending a written statement by post to the following address: "Vershold Poland Sp. z o.o., ul. Żwirki i Wigury 16A, 02-092 Warszawa." The User who is a Consumer may also submit a statement on withdrawal from the Agreement in electronic form via e-mail to the following email address: infolinia@vershold.com. In the event of withdrawal by the User who is a Consumer from the Agreement, the Agreement shall be considered null and void.

XIV. LICENCE

1. Under the license granted by Tuya GmbH with its registered office in Hamburg at Schulz Noack Bärwinkel Rechtsanwälte PartmbB, Baumwall 7, 20459 Hamburg, Germany, Vershold is entitled to use the Application and make it available to third parties. In particular, Vershold has the right to use and make available the software, graphic layout of the Application, text and multimedia elements, photos, trademarks and logos. All rights conferred upon Vershold by the license are subject to legal protection. Users are prohibited from using the content contained in the Application beyond permitted use. The provisions of the preceding sentences also apply to content to which all rights are vested

in entities with whom Vershold has entered into relevant agreements, on the basis of which it may use or dispose of such content, in particular with Tuya GmbH based in Hamburg at: Schulz Noack Bärwinkel Rechtsanwälte PartmbB, Baumwall 7, 20459 Hamburg, Germany.

2. Tuya GmbH with its registered office in Hamburg at Schulz Noack Bärwinkel Rechtsanwälte PartmbB, Baumwall 7, 20459 Hamburg, Germany, concludes a separate license agreement with the User – an open source component license. The entire content of the open source component license agreement is available in the Application under the “Settings / About MELINK / Open the open source component license” tab. In respect to the standard Application software provided to the User, agreements will be in force between Tuya GmbH based in Hamburg and the User.
3. Upon conclusion of the Contract, Vershold grants the User a free sub-license to use the Application.
4. The sub-license is granted for the duration of the Agreement.
5. Vershold grants the User a sub-license for the use of the Application for personal use, in so far as it is necessary to use the Application properly, in accordance with the Terms and Conditions of Use, in the following fields of use:
 - a) entering into the memory of a mobile device (telephone, tablet);
 - b) recording in the mobile device memory and displaying in this mobile device;
 - c) temporary reproduction in the mobile device's memory, as necessary to use the Application;
 - d) adapting the Application as necessary to use it in a mobile device.
6. The sub-license is non-exclusive, non-transferable and limited to the territory of the Republic of Poland.
7. The User is not entitled to grant further sub-licenses or to transfer to third parties the rights and obligations arising from the Agreement.
8. The User does not have the right to use the Application for commercial purposes.
9. The User may not reproduce, sell or otherwise market or distribute the Application, in whole or in part, in particular to transmit or make it available in computer systems and networks, mobile application distribution systems or any other ICT systems whatsoever.
10. The User is not entitled to reverse-engineer the source code, disassemble or decompile the Application on their own or with the participation of third parties.

XV. DATA SECURITY AND PROTECTION

1. The User's personal data is processed by Vershold as the administrator of personal data pursuant to the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2018, item 1000), Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals 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) and the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2015, item 2135) and other applicable regulations.
2. Vershold possesses and implements the appropriate technical and organizational measures ensuring protection of personal data processing.
3. The detailed provisions on the principles of data processing and protection can be found in the Privacy Policy, which is available on the Vershold website www.melink.eu and directly in the Application in the “Settings / About MELINK / Privacy Policy” tab.

XVI. HAZARDS ASSOCIATED WITH THE ELECTRONIC PROVISION OF SERVICES

1. Vershold hereby informs about the following particular risks associated with the provision of electronic services, including in particular those related to ordering services via the Application:
 - a) piracy;
 - b) receiving unsolicited commercial information by electronic means (spam);
 - c) malware, in particular viruses, worms, trojans, spyware, wabbit, keylogger, rootkit;
 - d) software security breaches (cracking);
 - e) listening in (sniffing);
 - f) decrypting data (cryptanalysis);
 - g) hacking.
2. In order to avoid the above risks associated with the use of services provided electronically, the User should install an up-to-date antivirus program and a firewall in their mobile device that connects to the Internet (tablet, smartphone). Moreover, the User should protect their email with software that detects the presence of viruses in emails and checks imported data before opening (running) it using an anti-virus file scanning module.

XVII. AMENDMENTS TO THE TERMS AND CONDITIONS OF USE

1. Vershold reserves the right to unilaterally amend the provisions of the Terms and Conditions of Use for important reasons, including technical, legal, organizational, as well as in connection with functional changes to the Application.
2. In the event of amendments to the Terms and Conditions of Use, Vershold will provide the consolidated text of the Terms and Conditions of Use by publishing it on www.melink.eu and directly in the Application in the "Settings / About MELINK / Application Terms and Conditions of Use" tab. After publication of the Terms and Conditions of Use, the User will receive information about the amendments to the Terms and Conditions of Use by notification in the Application. Changing the Terms and Conditions of Use does not require the User's consent.
3. The amendments to the Terms and Conditions of Use shall enter into force on the day the new content of the Terms and Conditions of Use is published.
4. The User is entitled to terminate the Agreement in the event of amendments to the Terms and Conditions of Use. If the User does not accept the amendments to the Terms and Conditions of Use, the User should stop using the Application and delete the Account. Continued use of the Application after receiving information about the amendments to the Terms and Conditions of Use shall be understood to mean the User does not object to the amendments to the Terms and Conditions of Use.

XVIII. CLOSING PROVISIONS

1. The Terms and Conditions of Use shall go into effect 29 June 2020.
2. In matters not regulated by these Terms and Conditions of Use, generally applicable provisions of Polish law shall apply, in particular: provisions of the Civil Code, the Act on the Provision of Electronic Services and other relevant provisions of generally applicable law.

3. Any disputes arising under these Terms and Conditions of Use shall be adjudicated by a common court of the Republic of Poland.
4. The Agreement is subject to the law in force in the Republic of Poland. The choice of Polish law under the Terms and Conditions of Use does not deprive the Consumer of the protection granted them stemming from legal provisions that cannot be excluded by any agreement between Vershold and the User, under laws that would be appropriate in accordance with applicable regulations in the absence of such a choice.

MODEL FORM OF WITHDRAWAL FROM THE AGREEMENT for use of the MELINK Application

(this form should be completed and returned only if you wish to withdraw from the contract)

To:

Vershold Poland Sp. z o.o., ul. Żwirki i Wigury 16A, 02-092 Warszawa infolinia@vershold.com

I hereby notify you about my withdrawal from the Agreement for the use of the MELINK Application, concluded between Vershold and (* User's first and last name).

Date the Agreement was concluded

First and last name of the User (who is a Consumer)

User's contact details for the purposes of responding to the statement of withdrawal from the Agreement (* correspondence address, e-mail address):
.....

User's signature (* if the statement is submitted in paper version):
.....

Date: