

## TERMS AND CONDITIONS of Keemple Polska

These Regulations (also refer as "Terms and Conditions" or "Rules and Regulations") set out the general terms and conditions, rules and manner of sales conducted by Keemple Polska Sp. z o.o. with its registered office in Warsaw at Sarmacka Street 12G/30, 02-972 Warsaw, NIP: 5223034719, KRS: 0000569151 through the online shop Sklep Keemple, telephone number: +22 295 18 31 (hereinafter referred to as the "Online Shop") and sets out the terms and conditions for the provision by Keemple Polska sp. z o.o. (hereinafter referred to as "Seller") of free of charge electronic services.

### § 1 Definitions

The terms used in the Terms and Conditions shall mean:

1. **Consumer** - means a natural person who concludes a legal transaction with an entrepreneur which is not directly related to his/her commercial or professional activity.
2. **Customer** - means an entity to whom, in accordance with the Regulations and legal regulations, electronic services may be provided, or with whom a Sales Agreement may be concluded.
3. **Customer Account** - means an individual panel for each Customer, which is set up by the Provider for the benefit of the Customer after the Customer's registration and conclusion of the Agreement on the provision of services for the maintenance of a Customer Account.
4. **Data Controller** - the entity that determines the purposes and means of data processing. The controller of the Buyer's personal data is the Seller.
5. **Delivery** - means the actual act of delivering the Goods specified in the order to the Customer by the Seller, through the Supplier.
6. **Durable medium** - means a material or tool that allows the Customer or the Seller to store information addressed personally to the Customer in a manner that allows future access to the information for a period of time appropriate to the purposes for which the information is used and that allows the unaltered reproduction of the stored information.
7. **Entrepreneur** - means a natural person, a legal entity or a non-legal entity organisational unit, which is granted legal capacity by the law and which carries out a business or professional activity in its own name and performs legal acts directly related to its business or professional activity.
8. **Goods with Digital Elements** - means goods that contain or are connected to digital content or services in such a way that the absence of digital content or services would prevent their proper functioning, e.g. a camera or a smart home sensor.
9. **Login** - means the individual identification of the Customer, established by the Customer, consisting of a sequence of letters, digits or other characters, required together with the Password for opening a Customer Account in the Online Shop. Login is the correct e-mail address of the Customer.
10. **Password** - means a sequence of letter, digital or other characters chosen by the Customer during the Online Shop Registration, used to secure access to the Customer's Account in the Online Shop.
11. **Product** - means the product presented by the Seller via the Internet Site of the Shop, which may be the subject of a Purchase Contract.
12. **Registration** - means an actual action performed in the manner specified in the Terms and Conditions, which is required for the Customer to use all the functionalities of the Online Shop.
13. **Regulations** - means these Rules and Regulations / Terms and Conditions.

14. **Sales contract** - means a distance sales contract concluded between the Customer and the Seller in accordance with the principles set out in the Regulations.
15. **Seller** - means Keemple Polska Sp. z o.o. with its registered office in Warsaw at Sarmacka 12G/30, 02-972 Warsaw NIP: 5223034719 REGON: 36215654600000; e-mail: [wsparcie@keemple.pl](mailto:wsparcie@keemple.pl), telephone number: +22 295 18 31 which is also the owner of the Internet shop.
16. **Shop website / Online shop** - means the website on which the Seller operates the internet shop, operating under the domain [www.keemplesklep.pl](http://www.keemplesklep.pl).
17. **Supplier** - means an entity with whom the Seller cooperates in performing the Delivery of the Goods.
18. **Working Days** - means the days of the week from Monday to Friday excluding public holidays.

## **§ 2 General provisions**

1. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, its Internet domain, the Online Store's Website, as well as to the templates, forms, logos placed on the Online Store's Website (with the exception of certain logos and images presented on the Online Store's Website for the purpose of presentation of goods, the copyrights to which belong to third parties) belong to the Seller, and their use may be performed only in the manner specified and in accordance with the Regulations.
2. The Seller shall make every effort to ensure that the use of the Online Store is possible for Internet users using all popular web browsers, operating systems, device types and types of Internet connections. The minimum technical requirements for using the Store's Website are a web browser with at least Microsoft Edge or Chrome 39 or FireFox 34 or Opera 26 or Safari 5 or later. The Shop website is optimised for a minimum screen resolution of 1024x768 pixels.
3. Newsletter service may be used by any Customer who enters his/her e-mail address using the registration form provided by the Seller on the Shop website. After sending the completed registration form, the Customer will immediately receive a confirmation e-mail from the Seller at the e-mail address indicated in the registration form. At that moment, the contract for the electronic provision of the newsletter service is concluded. During the registration process, the Customer may also tick a box on the registration form to subscribe to the Newsletter Service.
4. Newsletter Service consists of the sending by the Seller to the Customer's e-mail address of an electronic message containing information about new products or services offered by the Seller. The Newsletter is sent by the Seller to all Customers who have subscribed to it.
5. Each newsletter sent to the Customer's data will contain, in particular: information about the sender, filled in "subject" field, defining the content of the message and information about the possibility and manner of unsubscribing from the free newsletter service.
6. The Customer may unsubscribe from Newsletter at any time by writing on [iod@keemple.com.pl](mailto:iod@keemple.com.pl).
7. The Customer should ensure proper protection of the computer equipment used to use the Shop website together with the User Account. In particular, the Seller encourages the use of up-to-date versions of firewall and anti-virus programs, the use of trusted network access points and strong Passwords. It is also worth following the recommendations of cybersecurity experts – e.g. published in the [OUCH!](#)

### **§ 3 Registration**

1. In order to create a Customer account, the Customer is required to register free of charge.
2. Registration is not required to place an order in the Online Shop.
3. For the purpose of Registration, the Customer should complete the registration form provided by the Seller on the Website of the Shop and send the completed registration form electronically to the Seller by selecting the appropriate function in it. During Registration, the Customer shall choose an individual Password.
4. When filling in the registration form, the Customer has the opportunity to read the General Terms and Conditions and to accept their content by ticking the appropriate box in the form.

### **§ 4 Orders and conclusion of a Sales contract**

1. The Customer may place orders in the Online Shop via the Shop's website 7 days a week, 24 hours a day.
2. The Customer placing an order via the Store's website completes the order by selecting the Goods in which he/she is interested. The goods are added to the order by selecting the "ADD TO CART" option under the respective goods presented on the Shop's website. After completing the entire order and indicating the Delivery method and payment method in the "CART", the Customer places the order by sending the order form to the Seller by selecting the "BUY AND PAY" button on the Shop's website. Each time before sending the order to the Seller, the Customer is informed of the total price of the selected goods and Delivery, as well as any additional costs that he/she is obliged to pay in connection with the Sales contract (including – if applicable – delivery costs).
3. Placing an order constitutes an offer by the Customer to the Seller to enter into a contract for the sale of the goods that are the subject of the order.
4. After an order has been placed, the Seller will send an order confirmation to the e-mail address provided by the Customer.
5. After confirming the order, the Seller sends the information on acceptance of the order for processing to the e-mail address provided by the Customer. The information on acceptance of the order for processing is the Seller's declaration of acceptance of the offer, and upon its receipt by the Customer the Sales contract is concluded.
6. After the conclusion of a Sales contract, the Seller shall confirm its terms and conditions to the Customer by sending them on a Durable medium to the Customer's e-mail address or in writing to the address provided by the Customer during registration or order placement.

### **§ 5 Payments**

1. The prices indicated on the website of the shop next to the goods are gross prices and do not include information on delivery costs and any other costs that the Customer may have to pay

in connection with the purchase contract, of which the Customer will be informed when choosing the Delivery method and placing the order.

2. The Customer may choose one of the following methods of payment for the goods ordered:
  - a) Bank transfer to the Seller's bank account via online payment providers.
  - b) Available forms of payment through payment cards, i.e. Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro.
  - c) Cash on delivery
3. The online payment service provider for card payments is Autopay S.A.
4. The Customer will be informed by the Seller on the website of the shop of the deadline by which he is obliged to pay for the order in the amount resulting from the concluded Sales contract.
5. Product prices are gross prices in EURO, PLN.
6. Order processing time is calculated from the moment receipt of positive payment authorisation.

#### **§ 6 Non-conformity of goods, Goods with Digital Elements / complaints**

1. The Seller is liable to the Consumer if the goods have a defect (non-conformity of the goods with the contract).
2. The goods are in conformity with the contract of sale if conformity with the contract remain in particular:
  - a) Its description, type, quantity, quality, completeness and functionality.
  - b) its fitness for the particular purpose for which it is required by the Consumer and which the Consumer has communicated to the trader at the latest at the time of the conclusion of the contract and which the trader has accepted.
3. In addition, in order to be in conformity with the contract of sale, the goods must:
  - a) be fit for the purposes for which goods of that kind are normally used, having regard to applicable law, technical standards or good practice; and
  - b) be in such quantity and have such characteristics, including durability and safety and, in relation to Goods with Digital Elements, also functionality and compatibility, as are typical of goods of that type and which the Consumer may reasonably expect, taking into account the nature of the goods and the public assurances given by the Seller, its legal predecessors or persons acting on its behalf, in particular in advertising or on the labelling, unless the Seller proves that:
    - he was not aware of the public assurance in question and could not reasonably have been aware of it,
    - prior to the conclusion of the Sales contract, the public assurance was remedied under the conditions and in the form in which the public assurance was given, or in a comparable manner,

- the public assurance did not influence the Consumer's decision to conclude the Sales contract;
- c) be supplied with packaging, accessories and instructions which the Consumer may reasonably expect.
7. The Consumer shall be informed of and receive updates, including security features, necessary to keep the digital content in conformity with the contract of sale for the duration of:
    - a) the Delivery of the Digital Content as set out in the contract under which the Delivery is made on an ongoing basis; or
    - b) as may reasonably be expected by the Consumer, taking into account the nature of the Digital Content and the purpose for which it is to be used, and the circumstances and nature of the Contract, where the Sales Contract provides for the Digital Content to be delivered at one time or in instalments.
  8. If the Consumer fails to install an update in accordance with paragraph above within a reasonable time, the Seller shall not be liable for the Digital Content's failure to comply with the Sales Contract solely as a result of the failure to update, provided that:
    - a) the Consumer has been informed of the update and of the consequences of failing to install it; and
    - b) the failure to install or the incorrect installation of the update was not due to errors in the installation instructions provided by the Seller.
  9. The Seller must repair or replace the goods within a reasonable time after the Seller has been informed by the Consumer that the goods do not comply with the Sales contract.
  10. The Seller shall respond to the complaint within 14 days from the date of its submission.
  11. Any complaint relating to the goods or the performance of the Sales contract may be submitted by the Consumer in any form. The written or electronic form is preferred, the letter of complaint can be sent to the electronic address: [reklamacja@keemple.com.pl](mailto:reklamacja@keemple.com.pl).
  12. The Consumer has access to out-of-court complaint and redress procedures. The rules of access to these procedures are available at the offices or websites of bodies authorised to settle disputes out of court. The platform of the Internet system of dispute resolution between Consumers and entrepreneurs at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.
  13. Find a dispute settlement body in your country - <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2&lng=PL>

## **§ 7 Withdrawal from the Sales contract**

1. A Customer who is a Consumer or a businessperson and who has concluded a Sales contract at a distance or away from business premises may withdraw from the contract within 14 days without giving any reason.
2. The withdrawal period starts from the moment the Consumer takes possession of the goods. The Consumer may withdraw from the Sales contract by submitting a declaration of withdrawal

to the Seller. The declaration can be made on a form, a specimen of which is provided by the Seller on the website of the shop at [Withdrawal Form](#). In order to comply with the time limit, it is sufficient to dispatch the notice before the expiry of the time limit. Please send your notice of withdrawal in writing or by e-mail to the following address: [wsparcie@keemple.pl](mailto:wsparcie@keemple.pl).

3. In the event of withdrawal, the contract shall be deemed not to have been concluded.
4. If the Consumer withdraws from the contract before the Seller has accepted his offer, the offer is no longer binding.
5. The Seller shall be obliged to reimburse all payments made by the Consumer, including the cost of delivering the goods to the Consumer, immediately, but not later than 14 days after receipt of the Consumer's declaration of withdrawal from the Sales contract. The Seller may withhold the refund of any payments received from the Consumer until he has received the goods back or the Consumer has provided proof of the return of the goods, whichever is the earlier.
6. The Consumer shall bear the costs of returning the goods to the Seller (including the costs of packaging, securing the packaging and sending the goods).
7. The Consumer is obliged to return the goods to the Seller without delay, but at the latest within 14 days of withdrawing from the contract. In order to comply with this deadline, it is sufficient to send the goods to the Seller's address before the deadline expires.
8. The Consumer shall be liable for any diminution in the value of the goods resulting from their use beyond what is necessary to determine the nature, characteristics and functioning of the goods.
9. Within the framework of exercising the right to withdraw from the contract, the Consumer is obliged to return the purchased goods to the address of the Seller's registered office.
10. The Seller shall reimburse the payment using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to another method of reimbursement that does not involve any costs for the Consumer. The Seller is obliged to reimburse all payments made by the Consumer, including the cost of delivering the goods to the Consumer, without delay and no later than 14 days after receipt of the Consumer's declaration of withdrawal from the Sales contract. The Seller may withhold reimbursement of any payments received from the Consumer until it has received the Goods back or the Consumer has provided evidence of the return of the Goods, whichever occurs first.

### **§ 8 Processing of personal data**

The controller of the personal data is Keemple Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Warsaw, at ul. Sarmackiej 12G, lok. 30, 02-972 Warsaw, Republic of Poland (hereinafter referred to as the Company). You can contact us by writing to the address of our registered office. The Controller has appointed a Data Protection Officer who can be contacted by e-mail at [iod@keemple.pl](mailto:iod@keemple.pl) or by post to the Company's registered office address marked: Data Protection Officer.

Personal data will be processed by the Data Controller for the following purposes

- a) performance of the contract for the provision of services by electronic means, i.e. to enable the use of the website, registration and creation of an account in the online shop - the legal

basis for the processing is the necessity for the performance of the contract - Article 6(1)(b) GDPR.

- b) Placing and modifying orders, adding goods to the shopping cart and concluding a contract for the purchase of goods found in the Online Shop - the legal basis for data processing is the necessity for the performance of the contract - Article 6(1)(b) GDPR.
- c) Fulfilment of orders by sending them to the address provided by the Customer - the legal basis for data processing is the necessity for the performance of the contract - Article 6(1)(b) GDPR.
- d) Providing proof of payment and fulfilling legal obligations regarding accounting and tax law - the legal basis for processing the data is the need to fulfil the legal obligations imposed on the Administrator - Article 6(1)(c) RODO.
- e) Handling of reported complaints - the legal basis for the processing is the Administrator's legitimate interest in being able to properly handle complaints - Article 6(1)(f) RODO.
- f) In the case of subscribing to the newsletter to receive commercial information, which is the legitimate interest of the Administrator in connection with the consent to receive commercial information, which consists in sending marketing information about the activities of the Internet Store.
- g) Investigation and defence of claims - the legal basis of the processing is the Administrator's legitimate interest in being able to defend its economic rights.

Personal data will be disclosed to entities that assist the Administrator on the basis of commissioned services and in accordance with entrustment agreements concluded. Such subjects include companies such as

- companies providing legal and consultancy services,
- companies providing debt collection services,
- companies providing IT services,
- companies providing courier and forwarding services.

Personal data processed for purposes related to the use of the Shop, including the provision of services by electronic means, shall be processed for the duration of the account. The personal data of the Customer processed for the purpose of fulfilling the contracts are processed for the period of the statute of limitations for claims arising from the Sales contracts. Personal data relating to executed Contracts will be kept for tax and accounting purposes for a period of 6 years from the date of execution of the respective Contracts. Personal data processed for the purpose of sending marketing messages (for which a separate consent of the Customer is required) will be processed until the consent is revoked.

Your personal information may be shared with a bank to provide a credit option if you choose to hire purchase.

Under the conditions set out in the provisions of GDPR, each Customer has:

- a) The right of access to his/her personal data (Article 15 GDPR), including the right to obtain a copy of the data (Article 15(3) GDPR).
- b) The right to rectify (supplement) or complete incomplete personal data (Article 16 GDPR).

- c) The right to request the deletion of personal data in the cases provided for by law (Article 17 GDPR).
- d) The right to request the restriction of the processing of your personal data (Article 18 GDPR).
- e) The right to receive your data in a structured, commonly used format and to have it communicated, if the processing is based on consent or a concluded contract and if the processing is carried out by automated means (Article 20 GDPR).
- f) The right to object to the processing of personal data, where the processing is carried out for the legitimate interest of the controller, on grounds relating to his or her particular situation, including profiling (Article 21 GDPR).
- g) In cases where the processing is based on consent given, the Customer has the right to withdraw the consent given at any time, without affecting the lawfulness of the processing prior to its withdrawal. Consent may be withdrawn by contacting [iod@keemple.com.pl](mailto:iod@keemple.com.pl). has also the right to lodge a complaint to the supervisory body – The President of the Office for Personal Data Protection (2 Stawki St., 00-193 Warsaw or by contact via: <https://uodo.gov.pl/pl>).

The provision of personal data is voluntary; however, in certain situations, the provision of such data is a legal or contractual requirement and, consequently, failure to provide such data will prevent the implementation of a legal provision or the establishment and proper execution of a contract.

#### **§ 9 Guarantee**

1. The guarantor of the goods for the purposes of these Regulations is Keemple Polska spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw at 12G/30 Sarmacka Street, 02-972 Warsaw, Republic of Poland, NIP: 5223034719, KRS: 0000569151.
2. The guarantee period for the Smart Home System goods is 24 months from the date of Delivery of the goods to the Customer.
3. The guarantee is binding and applicable only within the territory of the European Union countries.
4. During the guarantee period, the Seller is obliged to remedy the defect free of charge by repairing or replacing (at the Seller's discretion) all defective elements of the Goods with new or defect-free ones.
5. In exceptional cases, if the replacement of the goods with an appliance of the same type proves impossible (e.g. due to the absence of a certain type of goods in the Seller's commercial offer), the Seller may replace the goods with another appliance of the same or similar technical parameters. Such replacement shall be deemed to fulfil the Seller's obligations under the warranty.
6. The Customer making a claim under the guarantee is obliged to deliver the defective goods to the Seller's registered office at the Seller's expense.
7. The guarantee does not apply to:
  - a) mechanical damage (fractures, cuts, abrasions, deformations caused by hitting, falling or dropping another object on the Goods) or damage resulting from actions incompatible with the intended use of the Goods as specified in the instructions for use;



- b) damage resulting from external causes, e.g.: flood, storm, fire, lightning, natural disasters, earthquake, war, civil unrest, force majeure, unforeseen accidents, theft, spillage of liquids, leakage of batteries, weather conditions, influence of sun rays, sand, moisture, high or low temperature, pollution;
  - c) damage resulting from malfunctioning software, caused by a computer virus attack or failure to update the software in accordance with the manufacturer's recommendations;
  - d) damages resulting from an overvoltage in the electrical and/or telecommunication network, from connecting to the electrical network in a manner inconsistent with the instructions, from connecting additional devices not recommended by the Supplier;
  - e) damages caused by operating or storing the Device in extremely adverse conditions, i.e. high humidity, high dustiness, too low (frost) or too high ambient temperature. Detailed conditions under which the operation of the Device is permissible are specified in the instructions for use of the Device and the Smart Home System;
  - f) damage caused by the use of accessories not recommended by the manufacturer of the goods or the Supplier;
  - g) damage caused by faulty electrical installation at the user's premises;
  - h) defects caused by the use of non-original spare parts and equipment unsuitable for the model in question, or by unauthorised repairs and modifications;
  - i) defects resulting from the continued use of the equipment concerned.
8. This warranty may be transferred to subsequent owners of the Product. The Seller may require the next owner of the Product to provide proof of purchase of the Goods if there is any doubt that the Goods were purchased in the Seller's shop.
9. The maximum amount of the Seller's liability shall not exceed the actual purchase price paid by the Customer for the Goods. The terms of this warranty are in lieu of all other warranties, express or implied, oral or written, including any warranty as to the quality or fitness of the Product for a particular purpose.
10. Defects or damage to the goods covered by this warranty will be repaired free of charge within 21 Working days from the date of Delivery of the Product to the Seller or a service center nominated by the Seller.
11. In the event that it is not possible to repair or replace the Product with a fault-free one due to the lack of a model in the offer, the Warranty Provider reserves the right to replace the defective Product with another model of comparable characteristics. If such a model is not available in the offer, the exchange for a Product with better characteristics can be carried out, with the consent of the complaining Customer, against an additional payment of the difference in the current value of the Products.
12. In the event of replacement of a part of the given goods under warranty, the new warranty shall apply only to the replaced part.

#### **§ 10 Termination of a contract (does not apply to Sales contracts)**

1. Both the Customer and the Seller may terminate the Contract for the Provision of Services by Electronic Means at any time and without giving reasons, subject to the preservation of the rights acquired by the other party prior to the termination of the Contract and subject to the following provisions.
2. The Customer who has registered shall terminate the contract for the provision of services by electronic means by sending a declaration to that effect to the Seller using any means of remote communication that enables the Seller to become aware of the Customer's declaration of intent.
3. The Seller terminates the agreement on the provision of services by electronic means by sending the Customer an appropriate declaration of intent to the e-mail address provided by the Customer during Registration.

### **§ 11 Final provisions**

1. The Seller reserves the right to amend these Terms and Conditions. Changes will be introduced: in order to adapt the Terms and Conditions to the applicable law, to prevent abuse, for security reasons, in the event of introducing new technological solutions in the functioning of the Shop website, to improve the protection of Customers' privacy, and to introduce editorial changes.
2. All orders accepted by the Seller for fulfilment prior to the date of entry into force of the new Terms and Conditions shall be executed on the basis of the Terms and Conditions in force on the date the Customer places the order. The amendment to the General Terms and Conditions shall enter into force within 7 days from the date of its publication on the website of the shop.
3. The Seller will notify the Customer of the change in the Terms and Conditions by sending an e-mail message containing a link to the text of the amended Terms and Conditions 7 days before the new Terms and Conditions come into force.
4. In matters not covered by these Terms and Conditions, the relevant applicable legal provisions shall apply.
5. The Terms and Conditions come into force on 11.06.2024.