

## GENERAL TERMS AND CONDITIONS FOR 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 System Software Active View, which is dedicated to the devices Active Guard and Active Track offered and produced by EBS Ltd. Company.

Please carefully read these General Terms and Conditions for this reason that, by the fact that the use of the Active View System, you are bound by and agree to the General Conditions.

### 1. Definitions

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

**Supplier** means the EBS Ltd. Company, Polish law company.

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

**Services** means services provided by the Network Service Provider 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, the Client containing the data supplied by the Client System and processed by the system for the customer.

### 2. Scope of services

2.1. Supplier will provide Customer Service for consideration, and the customer will be authorized to use the Services, provided that you 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. Customer does not acquire any intellectual

- 2.3. The system is dedicated to (suitable) solely for use within the Products and only for commercial use. The system can be accessed through the use of a standard web browser such as Internet Explorer, Firefox, Chrome, etc.
- 2.4. The customer assumes individual profile protected individualized user name and password to access. Products used by the customer can be assigned to individual profile. The system processes the information provided by the products using the GSM network in accordance with the customer's needs and system functionality.
- 2.5. Customer may use the system only within the permitted use described in point 3.
- 2.6. Roczna dostępność systemu wynosi 99,5% z wyłączeniem prac planowych. Dostawca zastrzega możliwość wykonywania w ciągu miesiąca aktualizacji i usprawnień w systemie powodujących jego niedostępność nie częściej niż dwa razy o całkowitej długości 2 godzin.
- 2.7. The annual system availability is 99,5% excluding planned works. Supplier reserves the right to perform within a month updates and improvements in the system causing the unavailability of not more than twice and the length of 2 hours.

### **3. Permitted Use**

- 3.1. Any use of the system that infringes or violates the rights of these General Conditions shall be deemed an unauthorized use of the System.
- 3.2. This non-exhaustive list includes activities and goals that are considered to be an unauthorized use of the System. It is forbidden to:
  - (a) Defame, abuse, harass or persecute others, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
  - (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 Conditions, or any applicable rules or guidelines on the System or Product;
- (f) download any posted by another file known that, in accordance with the law, can not be legally distributed in such manner, or for which there is a reasonable suspicion;.
- (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 other material;
- (h) restrict or inhibit any other user from using the Product or services;
- (i) use any programs, robots, applications to search or download web pages or devices that allow you to retrieve or index any part of the Service Provider or CGC, or collect information about users for any unauthorized purpose;
- (j) submit content that falsely indicate or suggest that are sponsored or recommended by the Supplier;
- (k) create user accounts automatically or under false or fraudulent pretenses;
- (l) promoting 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, defects, Trojan horses, or any items of a destructive nature.

#### **4. Limitations of Liability**

- 4.1. The system is available on an "as is" with the exception of warranty. Supplier excludes the application and no warranties, including implied, as provided by law, including the provision of fitness for a particular purpose.
- 4.2. Supplier does not guarantee that the system is error-free and that it will continuously work in a faultless.

- 4.3. The Supplier reserves the possibility of interruption in ensuring the availability of software for the provision of services-to update the software. The terms of customer interruptions will-in advance-be notified by email. Suppliers hall endeavor to break the terms were the least burden some for the functioning of the client.
- 4.4. The Supplier shall not be liable for malfunctions caused by the Software: the improper use by the Client, including the unauthorized modification, malfunction of equipment or other client software, acts of third parties that are not subcontractors of the Supplier or force majeure.
- 4.5. The Supplier shall not be liable for any damages, including actual and lost profits, including any specific type of damage, incidental, consequential, tort, or any indirect damages (including for loss of business profits) arising out of or in connection with the use of and / or inability to use the system or its operation, a break in the action, or an error in the operation of the System, for whatever reason, even if the supplier informed of the possibility of such damages.
- 4.6. In particular, the Supplier shall not be liable for damages resulting from disclosure by the Customer to third parties your login and password used to register and login client.
- 4.7. The customer agrees to the exclusion of the above warranties and limitations of liability regardless of whether the subject of a violation of the General Conditions or tort fact, including (but without limitation) failure to due diligence.
- 4.8. Personal data

In the case/event of any supplier of personal data by the Customer:

- a. The customer declares that he is the administrator of particular collections of personal data, and that the personal data collected dataset on the basis of Art. 23, Paragraph 1 of the Act on the Protection of Personal Data (Dz. U. of 2002., No. 101, item. 926, as amended.), Referred to as "the Act",
- b. On the basis of Art. 31, Paragraph 1 of the Act entrusts Client Provider for processing personal data in connection with the Services Agreement. Parties declare that the Supplier is the "other entity" within the meaning of Art. 31 section 1 of the Act.

- c. The customer entrusts the processing of personal data providers in order to achieve the necessary services performed under the Services Agreement and only to the extent of data including names and possible aliases security staff employed by the Client.
- d. Supplier agrees to the processing of personal data entrusted solely to comply with the Service Agreement and to ensure compliance with the provisions of the Act and the regulations implementing the Act.
- e. The customer remains the data controller in relation to the processing of personal data entrusted under the agreement.

## 5. Others

- 5.1. In the event that any of the provisions of these General Terms proved to be invalid, contrary to the law or unenforceable, then such provision will be effective to the fullest extent provided unattended and the remaining provisions of the law will be in effect.
- 5.2. These General Conditions, together with the Contract of Services Access to the Software Active View constitute the entire agreement between the Supplier and the Client. Any of the terms and provisions that deviate from these terms and conditions must be in writing to be valid.
- 5.3. The provisions of these Terms and Conditions constitute the regulations provide electronic services, within the meaning of the Act of 18 July 2002 on the provision of electronic services (Dz. U. No. 144, item. 1204, as amended. D.).
- 5.4. The Supplier reserves the right to change these Terms and Conditions at any time. Current and valid contents of the General Conditions is available on the website of the Supplier: [www.ebs.pl](http://www.ebs.pl). Customers can get access to these Terms and Conditions at any time via the link found on the [WWW.ebs.pl](http://WWW.ebs.pl) and download it and draw its printing.
- 5.5. These General Conditions have been prepared under the Polish law. The Vienna Convention and Convention on the International Sale of Goods (CISG) shall not apply.
- 5.6. 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.
- 5.7. These General Conditions have been prepared in Polish and English. In case of divergence of interpretation, Polish version shall prevail.



CREATING A SENSE OF SECURITY  
SINCE 1989

**EBS Sp. z o.o.**

59 B. Czecha St.  
04-555 Warsaw, Poland

tel. +48 22 518 84 00  
fax +48 22 518 84 99

[www.ebs.pl](http://www.ebs.pl)  
[sales@ebs.pl](mailto:sales@ebs.pl)

NIP: 522-01-00-628, Kapitał Zakładowy: 660 000 PLN, Numer wpisu w KRS: 0000051806, Sąd Rejonowy dla M. St. Warszawy, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego.