

Silvair Commissioning Terms of Use

PLEASE READ THIS TERMS OF USE (THE "TERMS OF USE") BEFORE USING SILVAR COMMISSIONING INCLUDING THE WEBSITE, THE MOBILE APP AND ALL ASSOCIATED SOFTWARE AND SERVICES, REFERRED TO COLLECTIVELY AS THE "SILVAIR COMMISSIONING". THE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF THE SILVAIR COMMISSIONING AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE SILVAIR COMMISSIONING. BY ACCESSING OR USING THE WEBSITE AND THE APP, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT ("YOU") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE.

1. User Eligibility

The Silvair Commissioning is provided by Silvair sp. z o.o. with its registered office in Krakow, Poland, at Jasnogórska 44, company registration number KRS: 0000395561 ("Silvair") and is available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the Silvair Commissioning.

2. Scope of Terms of Use

These Terms of Use govern your use of the Silvair Commissioning.

3. Modifications

These Terms of Use may be revised and updated at any time and due to Silvair's sole discretion. Your continued usage of the Silvair Commissioning after any changes to these Terms of Use will mean you accept those changes. Any aspect of the Silvair Commissioning may be changed, supplemented, deleted or updated without notice. Also fees for products and services provided through the Silvair Commissioning may be changed or imposed at any time. General practices and limits concerning other products and services connected with Silvair Commissioning may be established or changed at any time.

4. Commissioning Fee

The commissioning fee payable on the first commissioning is considered as pre-paid.

5. Privacy Notice

The Privacy Notice governs the use of information collected from or provided by you by the Silvair Commissioning. This includes your personal data as defined in the Privacy Notice. With respect to any individual whose personal information is provided by you, you represent that you have obtained all necessary consents for the processing of such personal data contemplated by the Silvair Commissionings you are using and by the Privacy Notice, including the transfer of such data to the United States, or other countries whose laws may not provide the same level of protection

for the personal data as the laws of the country of origin of such individual, unless it is prohibited by the country the lighting system being commissioned resides in.

6. License and Ownership

Any and all intellectual property rights ("**Intellectual Property**") associated with the Silvair Commissioning and its contents ("**Content**") are protected by copyright and other laws. Elements of the Silvair Commissioning are also protected by trademark, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part.

All custom graphics, icons, and other items that appear in the Silvair Commissioning are trademarks, service marks or trademark ("**Marks**") of Silvair, its affiliates or other entities that have granted Silvair the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of Silvair.

Except as otherwise expressly authorized by these Terms of Use, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Silvair Commissioning in any way without the Silvair's or the appropriate third party's prior written permission. Except as expressly provided herein, Silvair does not grant to you any express or implied rights to the Silvair's or any third party's Intellectual Property.

Silvair, grants you a limited, personal, revocable license (a) to access and use the Silvair Commissioning only in the manner presented by Silvair, and only in the manner expressly permitted by Silvair and (b) to transfer this license to the legal owner or tenant of the building that the lighting system being commissioned resides. Except for this limited license, Silvair does not convey any interest in or to the Silvair Commissioning, information or data available via the Silvair Commissioning (the "**Information**"), Content or any other Silvair's or any third party's property by permitting you to access the Silvair Commissioning. Except to the extent required by law or as expressly provided herein, none of the Content and/or Information may be reverse-engineered, modified, reproduced, re-published, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of Silvair. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way, unless expressly permitted to do so by Silvair.

7. Warranties & Liability

Silvair warrants that the Silvair Commissioning provided to you is "as-is" and Silvair specifically disclaims any and all express, implied or statutory warranties, including the implied warranties of fitness for a particular purpose, and of merchantability. No person is authorized to make any warranty or representation on behalf of Silvair concerning the performance of the Silvair Commissioning.

Silvair shall not be liable for indirect, incidental, consequential or special damages of any nature including without limitation loss of profit, manufacturing expenses, overhead, data, injury to reputation or loss to other party, arising out of or in connection with the use of this Silvair Commissioning.

Silvair will not incur any liability to you on account of any loss or damage resulting from any delay or failure of the Silvair Commissioning if such delay or failure is caused, in whole or in part, by events, occurrences or causes beyond the reasonable control of the Silvair. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and/or explosions.

8. Restrictions on Use of the Silvair Commissioning

In addition to other restrictions set forth in these Terms of Use, you agree that:

- (a) You shall not disguise the origin of information transmitted through the Silvair Commissioning.
- (b) You will not place false or misleading information on the Silvair Commissioning.
- (c) You will not use or access any service, information, application or software available via the Silvair Commissioning in a manner not expressly permitted by Silvair.
- (d) You will not input or upload to the Silvair Commissioning any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate Silvair Commissioning or that infringes the Intellectual Property rights of another.
- (e) Certain areas of the Silvair Commissioning may be restricted to Silvair' customers.
- (f) You may not use or access the Silvair Commissioning in any way that, in Silvair judgment, adversely affects the performance or function of the Silvair Commissioning or interferes with the ability of authorized parties to access the Silvair Commissioning.
- (g) You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of Silvair.

9. Termination

You agree that Silvair, in its sole discretion, may terminate or suspend your use of the Silvair Commissioning, Information and Content at any time and for any or no reason in its sole discretion, even if access and use is continued to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Silvair Commissioning, and (b) destroy any copies you have made of any portion of the Content. Accessing the Silvair Commissioning or Information after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that Silvair shall not be liable to you or any third party for any termination or suspension of your access to the Silvair Commissioning and/or Information.

10. Compliance with Law Including Export Control

You agree to use the Silvair Commissioning in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of Silvair, negatively reflect on

the goodwill or reputation of Silvair and shall take no actions which would cause Silvair to be in violation of any laws, rulings or regulations applicable to Silvair.

The Silvair Commissioning is based in the European Union. The applicable jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content to countries or persons prohibited under the applicable export control laws or regulations. If you access and download the Content or Information, you represent that you are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content.

11. Jurisdiction

To the fullest extent permitted by law, you hereby expressly agree that any proceeding arising out of or relating to your use of the Silvair Commissioning, Information and Content shall be instituted in a court competent for the registered office of the Silvair and you expressly waive any objection that you have now or hereafter to the selection of the venue or to the jurisdiction of any such proceeding. You agree that any claim or cause of action arising out of or related to your use of the Silvair Commissioning, Information and Content must be filed within one (1) year after such claim or cause of action arose.

12. Governing Law and Language

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of Poland. To the fullest extent permitted by law, the controlling language for these Terms of Use is English.

13. General

You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

14. Written Document

You may preserve these Terms of Use in written form by printing them for your records, and you waive any other requirement that these Terms of Use be evidenced by a written document.

15. Complete Agreement

Except as expressly provided in a separate license, service or other written agreement between you and Silvair, these terms of use constitute the entire agreement between you and Silvair with respect to the use of Silvair Commissioning, Information and Content contained therein, and

supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

16. Customer Service

Questions or comments regarding the Silvair Commissioning may be submitted to Silvair Customer Service.