

**REGULATIONS FOR PROVISION OF SERVICES RENDERED
BY ELECTRONIC MEANS THROUGH A MOBILE APPLICATION**

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I. GENERAL PROVISIONS

1. Pursuant to the provisions of Article. 8 par. 1 pt. 1. of the Act of 18 July 2002 on electronic services, SMARTWEAR Ltd entered in the register of entrepreneurs by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under KRS number: 0000776105, place of business and address for service: ul. Trzy Lipy 2 nr 1/3, 80-172 Gdańsk, NIP: 9571114055, REGON: 382788495, electronic mail address (e-mail): biuro@urbaner.pl, tel. (hereinafter referred to as the "Mobile Application").
2. A person using the Mobile Application shall be referred to as the "User" for the purposes of these Regulations.
3. The Mobile Application is a system teamed with an IT device used to record data on the User's respiratory parameters and air pollution.
4. The Mobile Application operates in accordance with the provisions of these Regulations. The Application is intended exclusively for Users who are Consumers (Customers).
5. In matters not governed by these Terms of Use, in particular the provisions of:
 - 5.1. the Civil Code,
 - 5.2. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RODO),
 - 5.3. the Act of 18 July 2002 on the provision of electronic services the Consumer Rights Act of 30 May 2014,

5.4. the Act of 4 February 1994 on copyright and related rights,

5.5. and other relevant provisions of Polish law.

II. TYPES OF SERVICES PROVIDED BY ELECTRONIC MEANS

Pursuant to the Regulations, the Operator shall provide Electronic Services (hereinafter referred to as the "Services") within the Mobile Application consisting in:

1.1. maintaining an account in the Mobile Application,

1.2. using the conversion calculator.

2. the Services are provided to Mobile Application Users on terms set forth in the Regulations.

3. In the course of using the Mobile Application, the User shall have the right to upload data to it in accordance with the provisions of the Regulations and generally applicable provisions of law.

4. The Application can be downloaded from the online shop: Google Play (for Android system) or in AppStore (for IOS system).

III. TERMS AND CONDITIONS FOR THE CONCLUSION OF AGREEMENTS ON THE PROVISION OF SERVICES BY ELECTRONIC MEANS

The User may use the Service offered by the Mobile Application only after its installation on a suitable electronic device (in accordance with the requirements specified in Chapter VI of these Terms of Use) and prior acceptance of the Terms of Use. Installation of the Mobile Application and acceptance of the Regulations are tantamount to concluding an agreement with the Operator for the provision of the service indicated in Chapter II of the Regulations.

IV. TERMS AND CONDITIONS OF THE AGREEMENT FOR THE PROVISION OF SERVICES PROVIDED BY ELECTRONIC MEANS

(1) The provision of Services through a Mobile Application as described in Chapter II, point 1 is free of charge.

(2) An Agreement for the provision of a Service consisting in the use of a Mobile Application is concluded for an unspecified period of time. 3.

(3) To use the Application it is necessary to have a mobile device connected to the Internet. Internet connection costs shall be borne by the User pursuant to agreements concluded by the User with a telecommunications operator.

V. INTELLECTUAL PROPERTY

(1) Upon acceptance of these Terms of Use the User acknowledges that all copyrights and trademarks related to the Mobile Application and not exempted by separate provisions or licences

belong to the Operator and are legally protected, in particular by the Act of 4 February 1994 on Copyright and Related Rights.

It is forbidden to use these intellectual property rights or the services of the Mobile Application for purposes other than those strictly specified in the Regulations. The User shall be fully liable for any damage caused to the Operator as a result of using the Mobile Application's name or trademarks without the Operator's consent, or in breach of the Regulations.

(3) Sending digital content by the Users within the Mobile Application shall be tantamount to a declaration by those entities that they hold the relevant rights to publish the material.

(4) When sending materials and other digital content to the Operator, the User shall be solely responsible for any infringement of copyright and related rights, as well as personal rights of third parties, and if any person makes any claims or demands against the Operator in connection therewith, the User undertakes to release the Operator from any liability and to fully satisfy any claims of third parties in this respect.

VI. TECHNICAL REQUIREMENTS

In order to use the Mobile Application correctly, it is required to have a Bluetooth-enabled mobile device (e.g. smartphone, tablet) with the Android operating system from version 6.0 and above, or IOS from version 10.

VII. PRINCIPLES OF PERSONAL DATA ADMINISTRATION

IN ORDER TO CONCLUDE AND PERFORM THE CONTRACT

(1) The Administrator of the Customer's personal data collected via the Urbaner Mobile Application is the Operator.

(2) the Operator undertakes to protect the User's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RODO).

(3) The use of the Application and the conclusion of agreements for the provision of electronic services via the Application (which involves the provision of personal data) is entirely voluntary. The data subject decides on his/her own whether to start using the services provided electronically by the Operator. The Users' personal data are collected pursuant to Article 6(1)(b) of the RODO (performance of an agreement to provide services by electronic means).

4 The following categories of data are collected in the Application:

- 1.1 e-mail address,
- 1.2 location and the route taken by the User during the session,
- 1.3 gender,
- 1.4 height,
- 1.5 weight,

1.6 age.

(5) The Operator shall process personal data in order to provide services related to the use of the Mobile Application functionalities.

(6) Upon separate consent, pursuant to Art. 6 (1) (a) RODO, data may also be processed to send commercial information by electronic means or to make telephone calls for direct marketing purposes - respectively, in relation to Art. 10 (2) of the Act of 18 July 2002 on Electronic Provision of Services or Art. 172 (1) of the Act of 16 July 2004 - Telecommunications Law, including those directed by profiling, provided that the User has given the appropriate consent.

Users may also have their navigation data collected, including information about the links and references they choose to click on or other actions taken within the Application. The legal basis for such activities is the legitimate interest of the Administrator (Article 6(1)(f) of the RODO), which consists in facilitating the use of services provided electronically and in improving the functionality of these services.

(8) The data subject shall have the right to access the content of his/her personal data and the right to rectify, erase, restrict processing, the right to data portability, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal.

9 Legal grounds for the data subject's request:

9.1 Access to data - Article 15 of the RODO

9.2 Rectification of data - Article 16 of the RODO

9.3 Erasure of data (so-called right to be forgotten) - Article 17 RODO

9.4 Restriction of processing - Article 18 RODO

9.5 Data portability - Article 20 of the DPA

9.6 Objection - Art. 21 RODO

9.7 Withdrawal of consent - art. 7 (3) RODO.

10th In order to exercise the rights referred to in clause 9, an appropriate e-mail may be sent to: biuro@urbaner.pl.

11 The Operator shall apply technical and organisational measures to ensure the protection of the processed personal data, appropriate to the risks and categories of protected data, and in particular to protect data against unauthorised disclosure, acquisition by unauthorised persons, processing in violation of applicable laws, and alteration, loss, damage or destruction.

The Users' personal data shall be transferred to the service providers used by the Administrator to provide the Application services. The service providers to whom the personal data is transferred shall, depending on the contractual arrangements and circumstances, either be subject to the Administrator's instructions as to the purposes and means of processing the data (processors) or shall themselves determine the purposes and means of processing the data (controllers).

13. in case the processing of personal data violates the provisions of RODO, the data subject shall have the right to lodge a complaint with the President of the Office for Personal Data Protection.

VIII. COOKIES

1. The Operator's Mobile Application uses "cookies".

2 Installation of cookies is necessary for the proper provision of services in the Mobile Application. Cookies contain information necessary for the proper functioning of the Application, and they also provide the possibility of developing general statistics of visits to the Mobile Application.

3. The Administrator uses its own cookies to understand better how Users interact with the content of the Application. The files collect information about how the User uses the Application, the number of visits and the duration of the User's visit to the Application. This information does not record specific personal data about the User, but is used to compile statistics on the use of the Application.

IX. OBLIGATIONS OF THE PARTIES

(1) In performing the agreement concluded between the parties, the Operator undertakes to perform the Services with due diligence.

(2) Each User shall make every effort to ensure that the data posted on the Mobile Application is complete and up-to-date, and presented with due diligence, taking into account the existing factual and legal circumstances, within the limits permitted by law and with full respect for consumer rights.

X. COMPLAINTS PROCEDURE

(1) The User shall have the right to make a complaint in matters relating to the use of the Mobile Application in accordance with the procedure set out in this Chapter.

(2) Complaints may be filed by e-mail to the address: biuro@urbaner.pl or in writing to the address of the Operator in a manner that makes it possible to identify the person filing the complaint.

(3) The complaint should contain the following data:

3.1. first name, surname,

3.2. e-mail address,

3.3. description of the problem which the complaint refers to.

(4) Complaints shall be considered without undue delay. The Operator shall immediately notify the complainant of their result in writing or by e-mail to the e-mail address provided by the User.

XI. FINAL PROVISIONS

1. The User may discontinue the use of the Services offered by the Operator pursuant to the Regulations any time by deleting the Mobile Application from the device on which the Mobile Application has been installed, which shall be tantamount to immediate termination of the agreement for the provision of services specified in the Regulations.

(2) It is prohibited for the User to provide unlawful content by means of the Mobile Application.

(3) It is prohibited to use the Mobile Application for profit-making or promotional purposes without the prior written consent of the Operator. In the event that the Operator finds out that the Mobile Application has been used for commercial purposes (inconsistent with the Regulations), the Operator reserves the right to block the Mobile Application for the User.