

POLICY FOR PROVISION AND USE OF THE SMART STATION SERVICE AVAILABLE AT THE WWW.SMARTSTATION.TECH SITE

Section 1. Definitions

1. **Mobile Application:** An application available for download by the User from the Web site of the Service [“Web Site”] or from any other location specified by the Service Provider, intended for installation on a User’s device. The Mobile Application enables the User to Register and to use the Smart Station Loyalty Programme Service for purchasing goods or services offered by Partners on better than the Partners’ arm’s length terms of trade or for acquisition of extra rights (bonuses, rewards, etc.) in connection with such purchases. Each Partner may define its own terms and conditions of provision and use of the Partner’s loyalty programme(s).
2. **Password:** A string of alphanumeric characters required for authorisation in order to access the User’s Account, set by the User during Registration or copied from the User’s Facebook account
3. **Loyalty Card:** A physical card made from any material (paper, plastic, etc.)
4. **Civil Code:** The Polish Civil Code of 23 of April 1964 (see: Journal of Laws 121/2014)
5. **Consumer:** The User; the natural person who has concluded or intends to conclude any private contract (i.e., contract unrelated directly to business or occupational activities of the User) with the Service Provider
6. **Login Name:** A string of alphanumeric characters forming the unique name of the User, which is required for authorisation in order to access the User’s Account, set by the User during Registration or copied from the User’s Facebook account
7. **(Service Provider’s) Partner:** A business establishment with whom the Service Provider has concluded a separate collaboration agreement, offering Users specific services and/or benefits related to participation in the Partner’s loyalty programmes, contests, promotions, etc., and/or offering Users extra benefits related to the use of the Smart Station Service. The number of Partners can vary. Information on existing Partners of the Service Providers is published on the Web Site.
8. **Telecom Law:** The Polish Telecommunications Law of 16 July 2004 (see: Journal of Laws 243/2014, as amended)
9. **User Account:** The User’s account with the Service Provider under a unique name (Login), created by single Registration, accessible by logging in to the User Account (using the Mobile Application, by entering the User’s Login Name and Password). The User Account contains User-submitted data. The User can modify this information.
10. **Policy:** This “Policy for provision and use of the Smart Station Service available at the www.smartstation.tech site”
11. **Registration:** A one-time activity consisting of creation of the User Account on the Registration panel of the Service Provider’s Web Site
12. **Force Majeure:** An extraordinary event external to the Party concerned, independent of the Party, which could not be prevented by the Party by exercise of due diligence
13. **Party:** The Service Provider or the User, as the case may be
14. **Web Site:** The Smart Station Service available from, and provided by, the www.smartstation.tech site
14. **Content:** Information accessible to the User via the Web Site and/or the Mobile Application and/or the Service, including, without limitation, copyrighted or other proprietary content in the meaning of the Polish Copyright Law

15. **Device:** A mobile electronic device intended for direct or indirect connection to a network termination point, i.e., telecommunications terminal equipment in the meaning of section 2.43 of the Polish Telecommunications Law (such as a mobile phone, smartphone, tablet, etc.)
16. **Service (Smart Station Service):** The service provided by the Service Provider on the terms and conditions hereof, using the Web Site and/or the Mobile Application, consisting of provision of the Mobile Application software to the User to enable the User to use free of charge access to Wi-Fi networks, loyalty programmes and/or other functionalities of the Mobile Application, which are accessible also from the LCD screen of the Smart Station device.
17. **Service Provider:** Smart Mobile Data Sp. z o.o. (Ltd.)
based at Pl. Mikołaja Kopernika 21, 00-359 Warszawa, Poland; entered in the Register of Entrepreneurs of the National Court Registry (KRS) operated by the District Court Gdańsk-North in Gdańsk, 8th Commercial Division of the National Court Registry; KRS: 0000431239; REGON: 360215084; NIP: 5862278888; e-mail: hello@smartstation.tech
18. **Personal Data Protection Law:** The Polish Personal Data Protection Law of 27 August 1997 (see: Journal of Laws 2014, item 1182)
19. **Copyright Law:** The Polish Copyright Law of 4 February 1994 (compiled text in Journal of Laws 90/2006, item 631, as amended)
20. **Law on Electronic Provision of Services:** Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws 2013, item 1422).
21. **User:** An individual (“natural person”) using the Service via the Device for purposes unrelated directly to the User’s business or occupation.

Section 2. General provisions

1. The Service Provider is the originator, organizer and provider of the Smart Station Service, as well as the owner of the Mobile Application and the operator of the Smart Station Service.
2. This Policy defines the terms and conditions of using the Smart Station Service and of accessing, free of charge, Wi-Fi networks, the Mobile Application and services provided via the Mobile Application by Users.
3. This Policy is the “policy” (or “regulation”) referred to in section 8 of the Act on Providing Services by Electronic Means.
4. This Policy shall not apply to telecommunications services offered by providers of public telecommunications services.
5. As part of the Smart Station Service, the Service Provider enables each User to access Wi-Fi networks and/or the Mobile Application software, free of charge, for the following purposes:
 - a) Storage
 - b) of User identifiers (such as cookies, IMEI, number, code, signature or personal data) in the memory of the User’s Device to enable the User to access Wi-Fi networks free of charge and/or to use loyalty credits while purchasing goods or services instead of their physical counterparts;
 - c) Storage of loyalty credits in the memory of the Device in addition to the foregoing User identifiers; entered by the User in accordance with Section 2.5(b) above;
 - d) Presentation of loyalty credits at points of sale to take benefit of specific loyalty programmes offered by Partners, in conformity with the rules laid down by them;
 - e) Demonstration of meeting prerequisites for purchasing of goods or services offered by Partners on better than the Partners’ arm’s length terms of trade or for acquisition of extra rights (bonuses, rewards, etc.) in connection with such purchases by entering (scanning, photographing, keying in) relevant data in the Mobile Application using the Device at the point of Sale;

- f) Using other services offered by Partners, such as loyalty programmes, contests, promotions or other benefits based on loyalty credits downloaded using the Mobile Application for later visual presentation or for scanning at any of the Partner-specified points of sales, which will directly or indirectly entitle the User (e.g. by collecting specific number of loyalty credits) to particular benefits;
 - g) Registration with loyalty programmes of Partners and access to Partner-provided information via the Mobile Application or on the Web Site;
 - h) Using other functionalities of the Mobile Application and the Web Site.
6. The Service Provider is not the source of services offered by Partners as part of the Service. Specifically, it is not a host or co-organizer of its Partners' loyalty programmes, contests or promotions Services offered by Partners ("Partner Services") are provided pursuant to their own policies.
7. By using the Service, the User declares that the User has read; accepted and shall follow all terms and conditions of this Policy
8. Subject to applicable laws and regulations, the Service Provider reserves the right to restrict provision of the Service and access to extra benefits related to using the Smart Station Service to Users meeting specific requirements, such as a certain age.
9. Also, the User's Device shall meet certain minimum technical requirements, including the following, as a prerequisite for accessing Wi-Fi networks free of charge and/or for using the Mobile Application or any service:
- a) Operating system: Android 2.3.6 or later, iOS 5.1 or later, or Windows Phone 7 or later;
 - b) Operating system: Android 2.3.6 or later, iOS 5.1 or later, or Windows Phone 7 or later;
 - c) Connection with the Internet and a GPS module for access to certain functionalities.

Section 3. User Registration

1. The User needs to do the following to Register:
 - a) Completion of the mandatory fields of the Registration Form;
 - b) Declaration of having read and accepted this Policy.
2. After Registering and setting the User's Login Name and Password, the User gets registered and logged in the User's Account.
3. Logging to the User's Account is required for using the Services.
4. The User may change the Password at any time.
5. The User is required to do the following during Registration and while using the Services:
 - a) Provide true, accurate and up to date (non-misleading) information without infringing rights of any third parties;
 - b) Update information entered in the Registration Form without delay after each change of such information (in the User's Account);
 - c) Keep the Login Name and Password confidential and protect this information against disclosure to any other person.
6. The Service Provider may add extra fields to the Registration Form, the completion of which will be voluntary (optional data). Also, the User may be asked to provide optional data as part of its User's Account or in connection with using the Services.
7. The User is fully responsible for the User's input, including the Login Name and Password, and for any infringement of third party rights in connection with selection of the Login Name and Password. Also, the User bears sole responsibility for any disclosure of the Login Name or Password by the User.

8. The Service Provider verifies identify of each User during Registration. If the Service Provider suspects reasonably that any data provided by a User during Registration is untrue, the User's access to the Services may be restricted until validation of such data. The Service Provider shall instruct the User how to provide required credentials by sending an e-mail message to the address given by the User during Registration.

Section 4. Terms and conditions of provision of the Service

1. The Service Provider shall provide the Smart Station Service on the terms and conditions of this Policy.

2. The contract for electronic provision of services is concluded with each User on the completion of Registration by the User (Service commissioning).

3. The Service Provider shall start to provide the Service, free of charge access to Wi-Fi networks and the Mobile Application on explicit request of the User made during conclusion of the contract for electronic provision of services, immediately after conclusion of the contract

4. The contract for electronic provision of services is concluded for an indefinite term. The User is not bound by any minimum term of the contract for electronic provision of services.

5. The User needs to do the following to use the Services:

a) Have a Device supported by the Service Provider;

b) Install the Mobile Application on the User's Device;

c) Register as described in Section 3 of this Policy.

6. The Service Provider is a provider of data transmission services and telecommunications services such as those provided by providers of public telecommunications services. Accordingly, the User should accept this Policy to access data transmission services and telecommunications services required for using the Services.

7. The Service Provider reserves the right to modify technical details of delivery of the Services – depending on the scope and terms of its license and depending on the Service Provider's technical resources – without deterioration of quality of the Service and without any effect on the rights and obligations of the Parties.

8. The Service Provider implements technical and organizational measures corresponding to the scale of risks involved in the Services to ensure that the Services are provided securely.

9. In connection with the User's request made during the conclusion of the contract for electronic provision of services, concerning the launch of the Services before expiration of the term for termination of the contract, the User, as a consumer, may not terminate the contract for electronic provision of services.

Section 5. Terms and conditions of using the Web Site, Mobile Application and the Service

1. The User shall use Wi-Fi networks, the Web Site, the Mobile Application and the Services in compliance with this Policy, applicable laws and regulations, general rules for use of the Internet and purposes of provision of the Wi-Fi networks, Service and Mobile Application and, specifically, without infringing rights of any third parties or rights and interests of the Service Provider.

2. The User is obliged, without limitation, to:

a) Use Wi-Fi networks, the Web Site, the Mobile Application and the Services without affecting their functionalities, specifically by using compatible hardware and software;

b) refrain from:

- sending non-solicited commercial information (spam) via Wi-Fi networks, the Web Site, the Mobile Application and/or the Services;
 - using accounts of other Users and making the User Account accessible to other Users;
 - attempting to discover Login Names and/or Passwords of other Users by information engineering or any other means;
 - accessing the Services using any other means than Wi-Fi networks, the Web Site or the Mobile Application made available by the Service Provider;
- c) Use Wi-Fi networks, the Web Site, the Mobile Application and the Services without causing problems to other Users or to the Service Provider, with respect to their personal and other rights (including the right to privacy).
3. The User shall not disseminate illicit contents via Wi-Fi networks, the Web Site and/or the Mobile Application.
 4. If the User is found to use Wi-Fi networks or the Web Site in breach of the Policy, including specifically defaults described in par. 2 above, the Service Provider may block the User's Account immediately and take any measure to have related damage remedied.
 5. The User is solely responsible for acts of any person who has accessed a Wi-Fi network, the Web Site, the Mobile Application and/or any Service after logging in to the User's Account based on the User's credentials.
 6. The User shall report each breach of its login security and each default of this Policy without delay, as described in Section 11.6.

Section 6. Intellectual property rights, license for use of the Mobile Application and the Web Site

1. The User may use Wi-Fi networks, the Web Site, the Mobile Application and the Services, including all Content made accessible via the Wi-Fi networks, Web Site and/or Mobile Application only for personal purposes. Using the same for any other purpose requires prior explicit consent of a competent person.
2. Services and Content accessed by the User via the Wi-Fi networks, Web Site and/or Mobile Application are covered by the Service Provider's and/or third parties' copyrights and related rights in the meaning of the Copyright Law. The User may use the Services and Content only insofar as permitted for personal use in the meaning of the Copyright Law. The User may not do anything to distribute, process, re-work, elaborate or distribute the Services or the Content.
3. On the commissioning of the Services for the User, the Service Provider grants the User a non-exclusive and non-transferable license to use the Wi-Fi networks and the Mobile Application in Poland and, insofar as required for using the Services, outside Poland.
4. The User may use the Wi-Fi networks and the Mobile Application only on a Service Provider-supported Device, to access functionalities offered by the Service Provider.
5. The scope of the license includes the following:
 - a) Free of charge use of the Wi-Fi networks and download of the Mobile Application software by the User from Web Site or from another location specified by the Service Provider;
 - b) Use of the Wi-Fi networks, Web Site and Mobile Application including permanent or temporary replication (by displaying or using data) only within the User's Device.
6. The Web Site and Mobile Application software and its source codes, including new versions, upgrades, updates, adaptations and other alterations, are copyrighted and protected under the Copyright Law.

Section 7. Fees and charges

1. The Wi-Fi networks, Web Site, Mobile Application (including download and installation) and the Services are provided free of charge.
2. Access to the Web Site, including the download of the Mobile Application, is either free, if the connection is established via a Smart Station's Wi-Fi network, or provided for a charge, if data is transferred via a GSM network or through a paid Wi-Fi network.
3. The Services rely on data transmission services that can be provided either by a third party (GSM operator) or by a Wi-Fi network. The User is responsible for GSM transmission charges depending on the User's GSM operator or paid Wi-Fi network operator. If the user accesses the Services via a Wi-Fi Smart Station, the transfer is free of charge.

Section 8. Liability

1. The Service Provider shall not be liable for any default of contract or breach of the law by its Partners, including the following, without limitation:
 - a) Any legal representation from such Partners, including policies, terms and conditions of loyalty programmes, terms of marketing campaigns, offers, promises of reward, public promises, etc.;
 - b) Any dysfunctionality of loyalty credits or discount codes under any Partner's programme, at any point of sale or service point, resulting from incompatibility with the Mobile Application;
 - c) Any Partner's Content including specifically Content delivered via the Mobile Application;
 - d) Any flaw in products or services offered by Partners, including liability under any warranty for such items.
2. The Service Provider shall not be liable for any problems with the scanning or otherwise handling of discount codes or loyalty credits, including the following, without limitation, except when, and insofar as, the problem results from a fault of the Mobile Application:
 - a) Device specifications or physical condition;
 - b) User's mishandling of the Device or the Mobile Application;
 - c) Point of sale's refusal to honour discount codes or loyalty credits.
3. The Service Provider shall not be liable for how the User uses the Wi-Fi networks, Web Site, Mobile Application and/or Services, including specifically any breach of this Policy or the applicable law. The foregoing shall apply also to installation of the Mobile Application in a Device in which the User has no legal interest.
4. The Service Provider shall not be liable for any content published by the User on-line, on the Web Site forum, using the Mobile Application, including without limitation any content published on social media accessible via the Wi-Fi networks or the Mobile Application. Further, the Service Provider shall not be liable for any damage caused by infringement of any third person rights by the User using the Wi-Fi networks, Web Site and/or Mobile Application.
5. The Service Provider reserves the right to withdraw or modify functionalities accessible via the Wi-Fi networks, Web Site and Mobile Application, or terminate collaboration with certain Partners, due to legal or technical considerations for the sake of protection of data or privacy or in connection with problems inherent in services offered by such Partners. The User shall be notified of such change in advance, if possible, or post factum.
6. Without prejudice to the User's rights, the Service Provider may suspend provision of the Services where necessary for mitigation of risks or for maintenance, inspection, modification or extension of the technical infrastructure of the Wi-Fi networks or the Mobile Application.

7. The Service Provider shall not be liable for inaccessibility of any Wi-Fi network, the Web Site, the Mobile Application and/or any Service due to Force Majeure.
8. These provisions concerning liability are without prejudice to any applicable Polish laws and regulations including those pertaining to consumer rights.
9. The fact that Wi-Fi networks, the Web Site and/or the Mobile Application can contain links to other Web sites owned by third parties shall not be taken to imply that the Service Provider is responsible or liable for operation or content of such sites.

Section 9. Privacy rules

1. The following entity is the administrator of personal data of Users, in the meaning of the Personal Data Protection Law:

Smart Mobile Data Sp. z o.o. based at Pl. Mikołaja Kopernika 21, 00-359 Warszawa, Poland (“Administrator”).

2. The Administrator processes personal data of the User for the following purposes:

- a) User registration in the Smart Station and provision of the Smart Station Service to the User;
- b) Provision of marketing services by the Administrator and its partners and contractors with whom the Administrator has concluded relevant agreements;
- c) Transfer of data to business partners of the Administrator located abroad for storage in the Cloud and for other legitimate purposes;
- d) Provision of data to affiliates and other trusted organizations or persons that process the data for the Administrator in accordance with the Administrator’s instructions and privacy rules, using all adequate means of protection of information confidentiality and security.

3. The following types of data are collected for the purposes defined in par. 2 above: First and last names, address of residence, province, birth date, gender, e-mail address, actual location of the User (geolocation data), User’s Device data (IMEI, IP, hardware model, operating system,

Web browser data and browsing history, other applications, application data, application use record, User’s session times with Wi-Fi networks / Web Site / Mobile Application, and other User activity, including information on devices and systems in use, operating system, Web browser and the data stored in the applications on the mobile phone).

4. On the User’s consent, the Users personal data may be processed by the Administrator also for the purpose of communicating commercial information to the User’s e-mail address and/or phone number.

5. The Service Provider processes User data including personal information subject to applicable laws and regulations such as, without limitation, the Personal Data Protection Law and the Act on Providing Services by Electronic Means, and subject to legally required safeguards.

6. Each User may access his or her personal data, correct or supplement such information and, where warranted by the law, demand cessation of processing or removal of such data by asking the Administrator in writing or by using tools available via the Wi-Fi networks, Web Site or the Mobile Application. In the event of deletion of data underlying certain Smart Station Service functionality, this functionality will be no longer accessible to the User.

7. The Service Provider reserves the right to disclose selected information about the User to relevant authorities or third parties, in which case the authorities or third parties will report the provision of such information based on an adequate provisions of the law. Apart from the foregoing instances, information about the User shall not be disclose to any third party without consent of the User.

8. The Service Provider will process in compliance with the law details such as numbers of the User’s terminal Device (including IMEI and IP) type of the Device (hardware model, operating

system, unique Device ID such as IMEI), User communication sessions with Wi-Fi networks, the Web Site and/or Mobile Application, and other information on activity of the User. This information is processed specifically for technical purposes and for capture of general statistical information.

9. The Service Provider shall endeavour to provide Users high level of security of the Wi-Fi networks, Web Site and Mobile Application but cannot guarantee total security of on-line data exchange. This is why each event with a potential to affect communication security, such as a suspicion of sharing a file infected with a virus or other malware should be reported to the following e-mail address of the Service Provider: service@smartstation.tech [or] bok@smartstation.tech

10. To obtain information on privacy and personal data protection rules applied for other web sites, as well as privacy and personal data protection rules of Partners, the User is recommended to check privacy policies for respective entities.

Section 10. Termination of the Services

1. The User may stop to use the Services at any time. The opting out from the Services is equivalent to terminating the contract for electronic provision of services. The User may terminate the contract for electronic provision of services also in the event of non-acceptance of any change to this Policy.

2. The Service Provider may cancel the User's right to use the Services (by blocking or removing the User's Account) or restrict the User's access to all or any part of the Services with an immediate effect if the User is in default of this Policy, particularly where the User:

a) Has provided any information that is untrue, inaccurate, outdated, misleading or infringes third party rights during Registration; breached rules for security of the Wi-Fi networks or the Web Site, established by Section 5.2 above;

b) Has done anything that is considered by the Service Provider as reprehensible or unlawful, inconsistent with the general rules for use of Wi-Fi networks or the Internet, in conflict with the purposes of provision of the Web Site and/or the Services, or detrimental to good reputation of the Service Provider.

3. No person whose right to use the Services has been cancelled may re-Register without prior consent of the Service Provider.

4. The Service Provider reserves the right to suspend provision of any Wi-Fi network, the Web Site and/or the services at any time, without cause. Each User shall be advised of such suspension sufficiently in advance.

Section 11. Complaints and contact with the Service Provider

1. The User may report problems related to the operation of Wi-Fi networks, the Web Site, the Mobile Application and/or the Services by e-mail to the following address: service@smartstation.tech [or] bok@smartstation.tech

2. Each complaint should contain the following information: First and last names and e-mail address of the User specified during Registration; detailed description and cause of the complaint.

3. The Service Provider shall review each complaint within 14 days from receiving it and shall advise the User of the Service Provider's decision by e-mail without delay.

4. If there is a need for supplementing any information provided in a complaint, the Service Provider shall ask the User to do so before reviewing the complaint. The 14-day term for reviewing the complaint will commence from the date of the final User's submission.

5. The Service Provider will not accept any complaint resulting from any failure to follow this Policy.
6. All other notices, remarks or questions concerning operation of Wi-Fi networks, the Web Site, Mobile Application and/or the Services may be e-mailed to the following address:
service@smartstation.tech [or] bok@smartstation.tech

Section 12. Final provisions

1. The Service Provider may modify this Policy at any time.
Each change to the Policy shall become effective on publication of the change on the Web Site. The change shall apply automatically to each new User (having no User's Account yet) on commissioning of the Services for the User. For each existing User (Registered holder of the User's Account), the change shall become effective after 30 days from receiving a notice of the change, unless the User terminates the contract for electronic provision of services.
2. If any provision of this Policy is lawfully declared invalid or ineffective, the remaining provisions shall continue in full force and effect. The invalid or ineffective provision shall be replaced by a new provision which best fulfils the intended purpose of the former provision and of this Policy as a whole.
3. This Policy is governed by the laws of Poland. All matters not resolved by this Policy shall be governed by the Polish Civil Code, by the Act on Providing Services by Electronic Means and by other applicable laws.
4. Any dispute between the Service Provider and the User shall be referred to a competent court in compliance with the Polish Civil Proceedings Code.
5. Each consumer has the right to have the consumer's complaints reviewed and claims pursued:
 - a) Through mediatory actions of a Provincial Inspector of Commercial Inspection;
 - b) Before a permanent arbitral consumer tribunal at the relevant Provincial Inspectorate of Trade Inspection.
6. The mediatory actions referred to in par. 5a) above become available after submission of a request by the consumer to a competent Provincial Inspector of Trade Inspection;
7. The arbitration by a permanent arbitral consumer tribunal referred to in par. 5b) above becomes available after submission of a hearing request by the consumer to the competent permanent consumer arbitration court.
8. This Policy is accessible free of charge, in a format intended for downloading, saving and printing, via the links placed on the home page of the Web Site and in the Mobile Application.
9. This Policy is effective as of April 13, 2017.

Smart Mobile Data Sp. z o.o.

METROPOLITAN

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