

INSTALLER APPLICATION TERMS AND CONDITIONS

I. General provisions

1. These Terms and Conditions of Electronic Services define the terms and conditions of using the Installer Application provided by Fibar Group S.A.
2. These Terms and Conditions have been drawn up on the basis of legal regulations in force in the territory of the Republic of Poland, and the subject of its regulation are the terms of use of the Installer Application service available at <https://installer.fibaro.com> or via the App Store or Google Play app.
3. The Terms and conditions define the rights and obligations of Service Users, as well as the rights, obligations and responsibilities of the Service Provider as the entity administering the Service and providing the Services to Users.
4. The Terms and Conditions are a work within the meaning of the Copyright and Related Rights Act. It takes advantage of the protection provided therein and may not be distributed or used by other entities without concluding an appropriate agreement with Fibar Group S.A.
5. The Service may be used by Installers meeting the conditions specified in the Terms and Conditions after reading the content of the Terms and Conditions and its explicit acceptance by ticking the appropriate box (checkbox).

II. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meaning:

1. **Service of Installer Application (hereinafter also referred to as the 'Service')**: refers to a tool available through a web browser or mobile application that enables the Installer to use all the Service features.
2. **Service features**: obtaining remote maintenance access to customers equipment via FIBARO ID integration; designing smart home solutions for the Customer, using devices available in FIBARO's portfolio and external suppliers devices; generating offers based on designed projects; generating orders to Distributors based on designed projects.
3. **Certificate**: refers to a document confirming that the Installer has successfully completed the 1st level of FIBARO Training;
4. **Installer**: refers to a natural person participating in the 1st Level FIBARO Training;
5. **User**: refers to an Installer who has obtained a Certificate and has been granted access to the Service;
6. **FIBARO ID**: service provided by Fibar Group S.A. on the basis of independent Terms and Conditions available at: <https://id.cloud.fibaro.com/terms-of-service>;
7. **Customer**: a natural or legal person who is the recipient of the Installer's services - the final purchaser of the FIBARO System and the Installer's services.
8. **Service provider**: Fibar Group S.A. with its registered office in Wysogotowo at Serdeczna 3 Street, 62-081, which provides the Services under regulations specified in the Terms and Conditions and administers the Service.

9. **Distributor:** an entity cooperating with the Service Provider who, among others, acts as an intermediary in the sale of FIBARO devices and cooperates with FIBARO to organise 1st degree (level) FIBARO trainings;
10. **Terms and Conditions:** refers to all of herein regulations of the Installer Application, which defines the rules of using these services;
11. **Service:** refers to the website at <https://installer.fibaro.com> that helps Users access the App Service and use its features;
12. **Mobile Application:** refers to the application by means of which the User may use the Service on a mobile device.

III. Registration

1. Access to the Service is voluntary and free of charge, granted to Installers by the Service Provider under the conditions specified in these Terms and Conditions.
2. The Service Provider grants access to the Service when all of the following conditions are met:
 - (a) The Installer has registered for the 1st degree FIBARO Training, has accepted the contents of the Terms and Conditions and has provided the data indicated in point 3 below;
 - (b) has successfully completed 1st degree FIBARO Training, as evidenced by the Certificate;
 - (c) has an active FIBARO ID account.
3. In order to register for the 1st degree FIBARO Training it is necessary for the Installer to provide the following data:
 - (a) name and surname;
 - (b) the city in which the business of the Installer is registered or the office of his employer is registered;
 - (c) e-mail address used as the FIBARO ID account.
4. Upon successful completion of the 1st Level FIBARO Training, the person conducting the Training shall provide the Service Provider with the information necessary to grant access to the Service, i.e.
 - (a) number of the Certificate obtained by the Installer;
 - (b) the data indicated in point 3 above;
5. On the basis of the information referred to in point 3 above and under the conditions set out below described in the Terms and Conditions, the Service Provider grants access to the Service and, at that moment, the Installer becomes a User.
6. Acceptance of the Terms and Conditions is tantamount to concluding a contract for the provision of services by electronic means provided that the agreement creates legal effects for the Parties from the moment of obtaining the Certificate by the Installer.
7. Confirmation of fulfillment of the condition referred to in section 6 above is to grant access to the Service. The agreement is concluded for an indefinite period of time and it is set out in Terms and Conditions.

8. The agreement is concluded in English language. In case of discrepancies between the language versions, the Polish version shall prevail.

IV. Logging into the Service

1. Features of the Service are available to the User after logging in.
2. The User logs in using the Website or the Mobile Application.
3. Logging in is carried out with the use of login data (login and password) also used as FIBARO ID.

V. Services

1. The User gains access to the features of the Service provided by the Service Provider via Service.
2. User will be able to use the following Services:
 - (a)** remote access to Customer's devices: available after obtaining status of a certified FIBARO Installer, as well as after using the Service by the User, the Customer provided with the service is enabled to give the Installer secured remote access to his equipment in order to carry out diagnostics. There are two levels of access - one to configuration and technical data and time-limited access to the full data content, including the precise data recorded by the sensors. Access is always granted by the Customer. This service is provided on the terms and in the manner described in the Terms and Conditions of the FIBARO ID available at <https://id.cloud.fibaro.com/terms-of-service>.
 - (b)** Service of access to the offering tool: The service enables the possibility to freely browse the full FIBARO product offer and to create a hierarchical structure consisting of areas (e.g. floors of the building), rooms within these areas and equipment located in specific rooms. The installer also has the possibility to include external devices (other manufacturers) in the project and to freely manipulate prices, including granting discounts and adding the costs of own services. Based on the project, it is possible to create a complete, comprehensive offer for the customer.
 - (c)** Service of access to a tool for placing orders: Based on the prepared project, the Installer or User can directly and quickly place an order with the Distributor and shorten the time needed to finalize the order.

VI. Technical conditions for the provision of Services

1. In order to use the Services, it is necessary to have:
 - (a)** Internet access
 - (b)** a correctly configured web browser in the latest version or in one of the latest versions including cookie support,
 - (c)** Javascript enabled,
 - (d)** an active and correctly configured e-mail account.
2. Typical risks related to the use of the Internet and data transmission are associated with the use of the Services. The Service Provider uses techniques customarily accepted on the market, due to the nature of the Services, aimed at ensuring the User's access and

use of the Services in a safe manner, and in particular in a manner preventing unauthorized access to the content of the transmission related to these Services, including in particular the use of appropriate cryptographic techniques.

3. The User is fully responsible for the security of digital content within the scope of actions which can only be taken by this User and which are customary due to the nature of the Services used by the User, including in particular the use of antivirus software and the use of unique passwords with a high degree of complexity and taking all reasonable steps to ensure the confidentiality of these passwords.
4. The User undertakes not to use the Services to register, store and transmit content and process personal data illegally.
5. The User is fully responsible for his actions and omissions related to the use of the Service, in particular he may be liable to the Service Provider, Customers or Distributors for damages.

VII. User rights and obligations

1. User agrees to use the Service in accordance with the Terms and Conditions and the applicable laws. In particular, the User is forbidden:
 - (a)** use the Service in a manner leading to disruption of computer and ICT systems of the Administrator, other Users and third parties, in particular in order to carry out DDoS (distributed denial of service - distributed denial of service - dispersed refusal of service);
 - (b)** upload to the System in any way, in particular, the following content:
 - (i) offensive, defamatory or infringing on the personal rights of others,
 - (ii) incitement to hatred, racism, xenophobia, conflicts between nations or religions,
 - (iii) infringing copyright or other intellectual property rights, or encourage copyright infringement, including by making available information or materials that may be used to infringe copyright or other intellectual property rights,
 - (iv) infringing industrial property rights or encouraging infringements of industrial property rights, including by making available information or materials which may serve to infringe industrial property rights,
 - (v) violation of fair competition or good commercial morals, (vi) trade secrets violation;
 - (c)** to make available files or hyperlinks to files with the content by means of offers or orders indicated in point (b) above;
 - (d)** sharing harmful content, including computer viruses or other files with similar files;
 - (e)** use of the Service contrary to its intended use and the requirements of proper operation;
 - (f)** transfer some or all of the rights and obligations under the Agreement to a third party, without the consent of the Service Provider;
 - (g)** attempt to gain access to other services provided by the Service Provider or third parties in an unlawful manner or in a manner contrary to the regulations of those services.

2. Moreover, the User is forbidden to take any other actions that may result in damage to the Service Provider or third parties, in particular:
 - (a)** creating content on the basis of the Service and dependent works within the meaning of the Copyright and Related Rights Act, or other works which may be considered as derivatives of the Service;
 - (b)** copy in any way all or part of the Service and its Features;
 - (c)** attempting to carry out reverse engineering of the Service
 - (d)** attempt to remove property rights and intellectual property rights of the Service Provider or any third party information from the Service;
 - (e)** use the Service to create a competitive service;
 - (f)** copy any feature or graphic elements of any services or feature.

VIII. Rights and obligations of the Service Provider

1. The Service Provider undertakes to make economically reasonable efforts to ensure that the Service is available 24 hours a day, 7 days a week except in the following cases:
 - (a)** planned breaks in the Service shorter than 15 minutes, not more often than once in a 24-hour period (Service Provider will try to inform about planned breaks in the Service at least 24 hours in advance, by posting appropriate messages on the Service or Mobile Application),
 - (b)** planned service interruptions longer than 15 minutes (the Service Provider will try to inform about planned interruptions in the performance of the FIBARO ID Service at least 48 hours in advance by posting appropriate messages on the Website or Mobile Application),
 - (c)** interruptions in the provision of the Service caused by circumstances beyond the control of the Service Provider, in particular:
 - (i) force majeure, including acts of public authorities, floods, fires, earthquakes, riots, acts of terrorism, strikes and other circumstances related to the performance of work, except in circumstances relating to Service Provider's employees),
 - (ii) interruptions in Service Provider's access to the Internet;
 - (iii) hacking attacks,
 - (iv) interruptions or cessation of the provision of services to the Service Provider by third parties, which services are necessary for the provision of the Service.
2. Please note that interruptions in the operation of the FIBARO ID service, provided on the basis of and under the conditions specified in the Terms and Conditions of this Service, may result in interrupted operation of the Online Service and Mobile Application.
3. The Service Provider does not guarantee that:
 - (a)** there will be no problems with the performance of the contract due to non-performance or improper performance of telecommunications services provided to the User by his service provider resulting in the inability to use the Service, due to termination or expiration of the contract under which the service provider provided telecommunications services to the User, as well as due to improper operation of the Internet or improper use of this network by the User,

- (b)** if the User violates the Terms and Conditions, he/she will be able to use the Service in an undisturbed manner.
4. Service Provider undertakes actions aimed at the development and continuous improvement of the Service provided and in this respect informs users that it is highly probable that:
- (a)** Service Features will be added, modified or deleted;
 - (b)** available Services features will be exceeded or reduced ;
 - (c)** Service will be suspended to the User for a period of up to 14 days, if the Service Provider finds that the User has violated the provisions of the Terms and Conditions in order to enable the User to clarification of this issue.
5. Service Provider informs the User about taking the actions referred to in section 4 above by e-mail to the address indicated during the Registration.

IX. Duration of the Agreement

1. Acceptance of the Terms and Conditions is tantamount to conditional conclusion of an agreement for the provision of services by electronic means described in detail in point III section 6 and 7 of the Terms and Conditions.
2. Service Provider has the right to terminate the Agreement at 14 days notice for important reasons, in particular in the event of a gross violation of these Terms and Conditions as well as in the event of repeated violations of the Terms and Conditions by the User, in the event that one year has passed since the User last logged in to the Website or Mobile Application, and also in the event that it decides to terminate the provision of the Service to all Users. Service Provider shall submit a notice of termination of the Agreement by e-mail to the e-mail address indicated by the User during the Registration. However, if the Service is terminated for all Users, termination may be effected by posting an appropriate message on the login page of the Service or Application.
3. User may terminate his/her use of the Service (terminate the Agreement) at any time and for any reason. Termination shall be effected by a statement submitted to the Service Provider in writing or by e-mail to the address support@fibaro.com.
4. THE TERMINATION OF THE CONTRACT FOR THE PROVISION OF SERVICES AS A RESULT OF ITS TERMINATION IS TANTAMOUNT TO THE INABILITY OF THE USER TO USE THE SERVICE.
5. Upon termination of the Agreement, the Service Provider shall irrevocably delete the User's account and all the User's personal data from the database WITHOUT ABILITY TO RECOVER IT BY THE USER, unless the contrary is required by mandatory provisions of law.

X. Limitation of Service Provider's liability

1. THE FOLLOWING PROVISIONS SHALL NOT APPLY TO USERS WHO ARE CONSUMERS WITHIN THE MEANING OF ARTICLE 1 221 OF THE CIVIL CODE.
2. THE LIABILITY OF THE SERVICE PROVIDER FOR DAMAGE CAUSED BY NON-PERFORMANCE OR IMPROPER PERFORMANCE OF THE CONTRACT IS LIMITED TO WILFUL MISCONDUCT. FOR THE REST, THE LIABILITY OF THE SERVICE PROVIDER IS EXCLUDED.

3. THE SERVICE PROVIDER'S LIABILITY FOR SERVICE FEATURES AND THE SERVICE DEFECTS IS EXCLUDED.
4. THE SERVICE PROVIDER IS NOT LIABLE, TO THE EXTENT THAT APPLICABLE LAWS PERMIT LIMITATION OF LIABILITY FOR:
 - (a) DAMAGES INCURRED BY THE USER OR ON THE BASIS OF THE TERMS AND CONDITIONS, DISCLAIMERS, REALLOCATIONS, NON-REALISATION, DEFECTIVE IMPLEMENTATION AND TERMINATION OF THIS AGREEMENT, AS WELL AS ANY DIRECT OR INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY THE USER OR BY THE USER,
 - (b) DAMAGES ARISING FROM THE USE AND ERRONEOUS OPERATION OF THE SERVICES AND THE FUNCTIONALITY OF THE SERVICES,
 - (c) DAMAGES RELATED TO THE LOSS OF OPPORTUNITY TO USE THE SERVICES AND THE FUNCTIONALITY OF THE SERVICE,
 - (d) DAMAGES IN LOST BENEFITS (LUCRUM CESSANS),
 - (e) DAMAGES DUE TO LOSS OF DATA, LOSS OR DAMAGE TO USER'S PROPERTY,
 - (f) DAMAGES RELATED TO THE EVENTUAL PROVISIONS OF COPYRIGHTS AND INDUSTRIAL PROPERTY LAW OF THIRD PARTIES TO THE SERVICE OR THE FUNCTIONALITY OF THE SERVICE, INCLUDING DAMAGES RELATED TO CLAIMS OF THESE PERSONS AGAINST THE USER DUE TO INFRINGEMENT OF THEIR COPYRIGHTS OR INDUSTRIAL PROPERTY RIGHTS.
5. THE PROVISIONS OF SECTION 2 TO 4 SHALL APPLY TO ALL GROUNDS OF LIABILITY, INCLUDING TORT LIABILITY.

XI. Guarantees

THE SERVICE PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE FEATURES OR SERVICES. IN PARTICULAR, THE SERVICE PROVIDER DOES NOT GUARANTEE THAT THE USE OF THE SERVICE OR THE SERVICE FEATURES WILL BRING ANY BENEFITS TO THE USER.

XII. Personal data

1. Granting access to the Service and using the Service is connected with the processing of Users and Customers personal data by the Service Provider.
2. The following provisions are to be regarded as:
 - (a) to comply with the obligation referred to in article 13 of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR);
 - (b) to comply with the obligation referred to in Article 28 of GDPR.

XIII. The Service Provider as the Administrator of personal data (article 13 of the GDPR)

1. In order to provide the Service to the User, the Service Provider necessarily needs information constituting personal data. Service Provider is the administrator of these personal data.
2. The identity of the Service Provider is defined in the Definitions.
3. Service Provider has appointed a Data Protection Officer, who can be contacted at the following address dpo@fibaro.com.
4. Personal data will be processed on the basis of the following legal grounds and by the time indicated below, depending on the purpose of this processing:
 - (a)** conclusion and performance of the agreement under the conditions specified in the Terms and Conditions (hereinafter referred to as: "Agreement") in connection with granting the User access to the service, including ensuring proper quality of Services, monitoring and verification of the correctness of the implementation of the Agreement for the time of its validity (from the moment of conclusion to the moment of its termination), pursuant to article 6 section 1 letter (b) of the GDPR;
 - (b)** execution of the order placed by the User, and then its settlement, until the moment of finalisation of this settlement pursuant to Article. 6 section 1 letter (c) of the GDPR;
 - (c)** to keep financial records in connection with legal obligations under article 6 section 1 letter (c) of the GDPR;
 - (d)** answer Users questions related to the use of the Service or the Service Features, during the period of the User's use of the Service, pursuant to the provisions of the article 6 section 1 letter (b) of the GDPR;
 - (e)** detect and prevent fraud (for the duration of the Agreement as part of the performance of the Agreement) and then for the period after which claims arising from the Agreement between the User and the Service Provider become time-barred, and in the event that the Service Provider asserts claims or notifies the competent authorities, for the duration of such proceedings, pursuant to article 6 section 1 letter (f) of the GDPR;
 - (f)** keep current statistics on the saturation of regions where the Service Provider sells its products, services provided by Installers in a continuous process in which the data of each individual Installer are processed until the end of the cooperation pursuant to article 6 section 1 letter (f) of the GDPR;
 - (g)** possible claims against the User, for a period of 10 years, on the basis of article 9 section 2 letter (f) of the GDPR.
5. Service Provider administers the following data:
 - (a)** User's name and surname;
 - (b)** User's e-mail address;
 - (c)** Number of the User's Installer Certificate;
 - (d)** Information about the city where the business of the Installer is registered
 - (e)** information about orders placed by the User including information about execution and settlement of these orders.
6. In order to achieve the above mentioned purposes of processing, the Service Provider is supported by external entities. Categories of these so-called data recipients are: entities providing hosting services, entities providing e-mail services, entities providing 1st level FIBARO Training, FIBARO Distributors.

7. FIBARO is a company operating all over the world. As a result, some distributors are established in countries where the GDPR does not constitute a legal provision in force. So it comes to the so-called cross border processing. Personal data shall be protected by the conclusion of entrustment agreements with these Distributors with use of standard clauses approved by the European Commission in accordance with Article 46 section 2 letter (c) of the GDPR. Distributors only access the data when placing an order.
8. The User has the right to access the content of their data and obtain a copy of their data, the right to correct them if they turn out to be incomplete or erroneous, the right to request the Service Provider to delete their data or limit their processing and the right to transfer the data to another Administrator.
9. User also has the right to object to further processing.
10. User also has the right to lodge a complaint to the President of the Office for Personal Data Protection, when he considers that the processing of personal data violates the provisions of the GDPR;
11. Providing personal data by the User is voluntary. The consequence of not providing personal data will be the inability to register and achieve the purposes mentioned in point 4 above, and thus the inability to use the Services.
12. User data will not be used for profiling.

XIV. The Service Provider as an entity which processes personal data at the request of the User (article 28 of the GDPR)

1. The Service Provider, by providing the User with the Service consisting in enabling access to the tool used for building offers, acts as data processor. It provides software as a service, that is used to process personal data.
2. User is the administrator of the data contained in the offers.
3. Acceptance of the provisions of the Terms and Conditions by the Installer is tantamount to concluding a contract entrusting the processing of personal data between the Service Provider as the processor and the User as the data controller (hereinafter referred to as Entrustment Agreement). Using the Services shall be tantamount to issuing a documented processing order referred to in article 26 section 3, letter (a) of the GDPR. In relation to the content of point III section 6 and 7 of the Terms and Conditions the Entrustment Agreement shall take place at the same time as the legal effect of the conclusion of the Agreement.
4. Service Provider shall not process the data entrusted to it otherwise than on a documented processing order, except in situations where such an obligation is imposed on the Service Provider by EU or Polish law. If there is such an obligation, the Service Provider will notify the User about it before starting the processing, unless the law does not prohibit the provision of such information on the grounds of an important public interest.
5. The Service Provider does not have access and declares that it will not take any actions in order to gain access to the content of offers prepared by the User with the use of the Service.
6. Nevertheless, the Service Provider assures that its personnel, who perform tasks that may affect the security of the entrusted data and could potentially have access to them - namely, a situation in which the User has the documented commissioning of operations

on the data which go beyond the traditional model of Service provision - has been authorised to process the data and has undertaken to keep the data confidential.

7. The service provider declares that it has carried out a risk analysis and implemented technical and organisational data protection measures taking into account its state of the art, the costs of implementation and the nature, scope, context and purposes of the processing and the risk of infringement of the rights or freedoms of data subjects.
8. Service Provider as an entity to which the User entrusts the processing of data of which he/she is the owner, and thus as a processor, it may process personal data only within the scope and purpose specified below and in connection with the provision of Services specified in the Terms and Conditions. Processing of personal data by the Service Provider as a processor takes place only during the term of the Personal data processing agreement.
9. The scope of entrustment concerns the Customer's data and is limited to the information entered into the offer, such as:
 - (a) Customer's name and surname;
 - (b) Customer's address;
 - (c) Customer's needs and preferences;
 - (d) Number of Customer's rooms in house/office.
10. The Trust Agreement shall remain in force for the duration of the Agreement and shall cease to be in force upon its termination.
11. On the date of termination of the Trust Agreement, the Service Provider, in accordance with the User's instructions, will return or destroy, in a manner agreed with the User, all personal data and their copies, unless a relevant provision of national or EU law orders the storage of these personal data.
12. The storage or copying of data is not the subject of the Service, so the above provision refers only to special situations in which the recording of data took place at the User's documented request.
13. Within the scope of its technical capabilities and taking into account the nature of the processing, the Service Provider declares its willingness to assist the User in responding to the Customer's requests within the scope of their rights.
14. The Service Provider notifies that the User has the right to carry out an audit or inspect in order to verify whether the data entrusted to the processing are sufficiently protected.
15. Service Provider will also provide, at the request of the User, all information necessary for the User to fulfill his obligations towards the Customers in the scope of processing their personal data.
16. Service Provider shall also immediately notify the User if it considers that the processing order it has received could violate the law.
17. Service Provider notifies that in connection with the provision of the Service, also within the scope of the Trust Agreement, it uses the support of entities providing hosting services, to which the User agrees.
18. Service Provider shall at the same time notify and guarantee that these entities are bound by a entrustment agreement guaranteeing a degree of protection no less than this entrustment agreement.

XIV. Complaints

1. Complaints concerning the Services should be submitted by e-mail to the following address: support@fibaro.com.
2. Service Provider shall consider the complaint within 14 days from the date of its receipt.
3. The response to the complaint will be sent to the User's e-mail address as indicated during the Registration.
4. In order to investigate a complaint, the User may be asked by Service Provider employee to provide additional data necessary for its proper identification, including:
 - (a) an email address;
 - (b) name and surname;
 - (c) Certificate number.

XV. Withdrawal from the contract

1. User who is a consumer has the right to withdraw from the Agreement.
2. User may submit a statement of withdrawal from the Agreement without giving a reason within 14 days of the completion of the Registration.
3. In order to meet the deadline for withdrawing from the Agreement, it is sufficient for the User to send the information concerning the exercise of the right of withdrawal via registered mail to the Service Provider's address or via e-mail to the address support@fibaro.com.
4. In case of Agreement withdrawal, the Service Provider immediately deletes the Account and all personal data of the User from its IT system and personal data database, unless the mandatory provisions of law provide otherwise.

XVI. Final provisions

1. The Terms and Conditions are governed by the Polish law, in particular the Act on the provision of electronic services, the GDPR and the Act on the protection of personal data, unless the mandatory provisions of law require the application of other laws, in particular the law applicable to the place of residence or registered office of the User referred to as the consumer.
2. The court competent to resolve any disputes arising from the agreement is the common court with territorial jurisdiction over the registered office of the Service Provider. Disputes with Users who are consumers will be settled by common courts according to the jurisdiction resulting from the provisions of law. A user who is a consumer has the possibility of using an out-of-court complaint handling method and pursuing claims before the Permanent Consumer Arbitration Court at the Provincial Inspector of the Commercial Inspectorate in Warsaw. Information on the manner of access to the above mentioned dispute resolution procedures can be found at the following address: www.uokik.gov.pl, under the tab "Settlement of consumer disputes".
3. Service Provider applies a code of good practice, the current version of which is available at the following link:
http://www.fibaro.com/pl/files/kodeks_dobrych_praktyk.pdf.
4. Service Provider reserves the right to make changes to the Terms and Conditions for the following reasons:

- (a)** a change in the provisions of law, from which it will result that a specific provision of the Terms and Conditions is contrary to a binding provision of law,
 - (b)** providing new Services or changes or deletion of already available Services or changes in their functionality, when these circumstances will cause the need to introduce changes to the Terms and Conditions,
 - (c)** need to adjust the Terms and Conditions to the needs and expectations of the Users.
5. Any upcoming changes to the Terms and Conditions will be posted to the Website or Mobile Application homepage no later than 14 days prior to the changes coming into force, and when User logs in to the Service, a special window will ask to accept the changes. If User does not accept the changes to the Terms and Conditions, he will not be able to use the Service as of their effective date. The User's Account will remain inactive until the moment of accepting the current version of the Terms and Conditions or until the moment of deletion of the Account by Service Provider at User's request.