



wave

# Website Terms and Conditions

## 1. Introductory provisions

- 1.1. These Terms and Conditions define the rules for the use of the “**BE WAVE Website**” located at the internet address **bewave.systems**, including all other pages operating within this domain (hereinafter: Website), which belongs to SATEL sp. z o.o. with its registered seat in Gdańsk (80-298), at ul. Budowlanych 66, e-mail: [satel@satel.pl](mailto:satel@satel.pl), registered in the register of entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under the number KRS0000178400, NIP number: 584-015-40-38, REGON number: 192976380, with the share capital of PLN 1,830,000, fully paid up (hereinafter: **SATEL**).
- 1.2. The services provided by SATEL to the Users described in the Regulations are free of charge and performed on the terms specified in these Terms and Conditions.
- 1.3. Before using the Website, you should read these Terms and Conditions. By using the Website you fully accept the provisions contained in this document.
- 1.4. These Terms and Conditions constitute a document referred to in Article 8 of the Act on Electronic Provision of Services of 18 July 2002 (Journal of Laws of 2020, item 344).

## 2. Definitions:

- 2.1. **Form** – the interactive contact form available on the Website whereby it is possible to send an electronic message to SATEL concerning the initiation of cooperation.
- 2.2. **Configurator** – the tool made available on the Website enabling the selection of Products for a specific system.
- 2.3. **Consumer** – a User who is a consumer within the meaning of Article 22[1] of the Civil Code; the provisions relating to the Consumer contained in these Terms and Conditions shall also apply to a natural person concluding an agreement directly related to their business activity when the content of that agreement implies that it is not of a professional nature for that person, arising in particular from the subject of their business activity, as made available on the basis of the provisions on the Central Register and Information on Business Activity.
- 2.4. **Newsletter** – the service provided via electronic mail that consists in sending SATEL commercial and marketing information to the User (including information about new products or services offered by SATEL), with the User’s consent at the e-mail address provided by the User when subscribing to the Newsletter.
- 2.5. **Privacy Policy** – information about the processing of personal data by SATEL provided on the webpage <https://www.satel.pl/en/about-us/privacy-policy/>.
- 2.6. **Product** – SATEL devices listed on the Website.
- 2.7. **Terms and Conditions** – these terms and conditions specifying the rules for the use of the Website as well as the rights and obligations of SATEL and the User related to the use of the Website.
- 2.8. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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).
- 2.9. **Services** – services provided via electronic means as described in these Terms and Conditions.
- 2.10. **User** – a legal person, an organizational unit which is not a legal person and which is granted legal capacity by the law, or a natural person with full legal capacity as defined by the Civil Code, who uses the Website services.

## 3. Technical requirements

- 3.1. In order to use the Website, it is necessary to have an electronic device (e.g. computer, phone, tablet) with access to the Internet, equipped with the most up-to-date web browser Chrome, Firefox, Edge, Safari or Opera (it is required to use web browsers with cookies enabled). For the full and correct use of all the Services, it is necessary to have an e-mail box.

- 3.2.** The correct display of the Website content shall be understood as its correct display in the Internet browser, as well as the security of Users' data. If the User fails to meet the above requirements, SATEL shall not be held liable for any damage incurred by the User in case of improper operation of the Website.
- 3.3.** The use of electronically provided services and the Internet may involve specific risks on the part of their users, such as the possibility of malicious software getting into their IT system and/or their data being stolen. In order to minimise these risks, appropriate tools such as anti-virus software, firewalls etc. should be used.

## **4. Rules for using the Website, scope of Services**

### **4.1. Configurator**

- 4.1.1.** The User may use the Configurator enabling the selection of Products for a specific system. The Configurator is used via a web browser.
- 4.1.2.** Once the required data has been entered into the Configurator, a result will be generated containing the recommended configuration of the Products according to the data entered.
- 4.1.3.** The result from the Configurator (in the form of a pdf file) can be downloaded by the User to their electronic device.
- 4.1.4.** The result from the Configurator (in the form of a pdf file) may be sent by the User to the e-mail address provided by them, which will be processed by SATEL only for this purpose and then deleted (normally within 15 days due to the technology used). Further information on the processing of personal data can be found in section 8 of the Terms and Conditions.
- 4.1.5.** The agreement for the provision of the service consisting in the provision of the Configurator shall be concluded for a definite period of time at the commencement of the provision of such service, and shall be terminated upon the generation of the result from the Configurator, and in the event of a request for the result to be sent to the User's specified e-mail address, at the time of the sending of the result.
- 4.1.6.** The result obtained from the Configurator does not constitute an offer within the meaning of the law, and is intended for general information only and should not constitute the sole basis for taking actions or decisions related to securing a facility and property. Save for mandatory statutory provisions, SATEL shall not be held liable for any damage arising out of or in connection with the result obtained from the Configurator.

### **4.2. Newsletter**

- 4.2.1.** Subscribing to the Newsletter is done by ticking the appropriate box in the Newsletter subscription form providing the User's e-mail address, first name and optional last name, and confirming the subscription by clicking on the link sent to the User's e-mail address.
- 4.2.2.** The user may withdraw their consent to receive the Newsletter at any time.
- 4.2.3.** In order to unsubscribe from the Newsletter service, the User may use the unsubscribe link in the footer of the newsletter or send a declaration by email to the following address: [dev@bewave.systems](mailto:dev@bewave.systems), or send such a declaration in writing to SATEL's mailing address: SATEL sp. z o.o., ul. Budowlanych 66, 80-298 Gdańsk, Poland, with the note "Newsletter".
- 4.2.4.** Personal data provided when subscribing to the Newsletter will be stored until the subscription is cancelled. Further information on the processing of personal data can be found in section 8 of these Terms and Conditions and the Privacy Policy.
- 4.2.5.** The Newsletter is sent at a frequency determined by SATEL.
- 4.2.6.** The Newsletter service agreement shall be concluded for an indefinite period of time from subscribing to the Newsletter and shall be terminated upon unsubscribing from the Newsletter service via a link or by the aforementioned declaration.

### 4.3. Form

- 4.3.1. The User may use the Form to send a message to SATEL concerning the possibility of establishing cooperation.
- 4.3.2. In the Form, the User will be asked to provide the following personal details:
  - 4.3.2.1. first and last name
  - 4.3.2.2. e-mail address
  - 4.3.2.3. town, province, country
  - 4.3.2.4. telephone number including area code
  - 4.3.2.5. type of activity
  - 4.3.2.6. function
  - 4.3.2.7. company name.
- 4.3.3. The provision of the aforementioned data is voluntary, though failure to do so may prevent the User from using the Form. The User may also agree to make their data available to entities cooperating with SATEL regarding distribution activities. Further information on the processing of personal data can be found in section 8 of these Terms and Conditions and the Privacy Policy.
- 4.3.4. The service agreement for the provision of an interactive Form allowing the User to contact SATEL shall be concluded for a definite period of time at the commencement of the service provision and shall be terminated at the moment of sending a message using the Form.

## 5. Complaints procedure

- 5.1. The User has the right to file a complaint to SATEL regarding the functioning of the Website in a manner contrary to these Terms and Conditions.
- 5.2. The complaint should include:
  - 5.2.1. A description of the issue to which the complaint relates,
  - 5.2.2. first and last name or business name and e-mail or mailing address.
- 5.3. The complaint may be sent by e-mail to: [dev@bewave.systems](mailto:dev@bewave.systems) or by post to the following address: SATEL sp. z o.o., ul. Budowlanych 66, 80-298 Gdańsk, Poland, with the note "Complaint – BE WAVE Website".
- 5.4. Not later than within 14 business days from the date of lodging the complaint (if the letter is sent by mail, the date of receipt and registration of the letter in the SATEL registration system shall prevail) SATEL shall provide the User with its decision regarding the complaint.
- 5.5. SATEL reserves the right to extend the period specified in point 5.4 by no more than 14 days, if the examination of the complaint requires unusual, special actions and arrangements or encounters obstacles beyond SATEL's fault and not attributable to SATEL (equipment failures, Internet network failures, etc.). Additionally, SATEL reserves the right to require additional explanations from the User in order to consider the complaint – the time necessary for the User to provide such explanations shall each time extend the period for considering the complaint.
- 5.6. The answer will be sent back in the same way as the complaint was submitted (i.e. to the e-mail address from which the complaint was received or to the mailing address specified in the complaint letter).

## 6. Rights and obligations of SATEL and the User

- 6.1. SATEL undertakes to provide the Services electronically.
- 6.2. SATEL will make every effort to ensure the continuous operation of the Website. SATEL hereby explicitly points out that in order to update data, correct errors and perform other maintenance and modernisation activities, as well as for other reasons beyond SATEL's control, there may be some interruptions in the operation of the Website page, about which SATEL shall inform the Users in a manner available to it, in particular by placing a message on the Website page.
- 6.3. SATEL reserves the right to:
  - 6.3.1. Change the functionalities and capabilities of the Website page, in particular the scope and type of Services and functionalities,
  - 6.3.2. Shut down the Website page temporarily without prior notice, in particular due to the modification of the Website,

- 6.3.3.** Remove, for important reasons, the entire content of the Website servers, or completely discontinue providing the Services, after prior notification of the Users on the Website page,
- 6.3.4.** Discontinue providing the Services within the Website in relation to the User who violates the provisions of the Terms and Conditions.
- 6.4.** The User is obliged to use the Website in accordance with its purpose and to comply with the Terms and Conditions. When using the Website, the User is obliged to act in accordance with the law, principles of community life and good manners as well as to comply with generally accepted rules of conduct pertaining to all Internet users, which aim to protect their interests and the interests of third parties (Netiquette). In particular, the User is obliged to:
  - 6.4.1.** Refrain from any actions which may hinder or disrupt the operation of the Website pages, in particular those which may hinder the use of the Website pages by other Users,
  - 6.4.2.** Refrain from providing content of an unlawful nature,
  - 6.4.3.** Refrain from any activities that would adversely affect the good name of SATEL and entities cooperating with it,
  - 6.4.4.** Not identify themselves as other persons,
  - 6.4.5.** Refrain from any other behaviour that could be considered by SATEL as undesirable, reprehensible or contrary to the purpose of the Website.
- 6.5.** It is forbidden to download the contents of the databases made available on the Website pages and to reuse them in their entirety or in a substantial part in terms of quality or quantity.
- 6.6.** The User shall immediately notify SATEL about any violation of their rights, as well as about any violation of the rules set forth in these Terms and Conditions.
- 6.7.** It is forbidden to use the Website in a way that violates the law in force in the Republic of Poland, the provisions of these Terms and Conditions or good manners.
- 6.8.** It is forbidden to provide false data when filling in forms available on the Website.
- 6.9.** The User shall be held liable for any damage resulting from any violation of these Terms and Conditions in accordance with applicable law.

## 7. Liability

- 7.1.** SATEL shall not be held liable for any interruptions in the operation of the Website caused by force majeure, equipment failure, resulting from errors, improper configuration of operating systems and Internet browsers or multimedia players, or caused by unauthorized interference on the part of the Users.
- 7.2.** SATEL shall not be held liable for any temporary inability of the Users to use the Website functions, resulting from making changes and improvements to the system.
- 7.3.** SATEL shall not be held liable for any damage resulting from the lack of continuity in providing the Services, which is the consequence of circumstances beyond its control (force majeure, acts and omissions of third parties, etc.).
- 7.4.** SATEL shall not be held liable for illegal use of files downloaded by Users via the Website, nor for the consequences of downloading by the Users of files downloaded via the Website.
- 7.5.** SATEL shall not be held liable for entries made by Users or files made available.
- 7.6.** SATEL shall not be held liable for any actions of third parties, nor for their use of Users' data in any way that is contrary to the purpose of the Website or harmful to the Users, including in particular the case of a third party breaking into a User's device.
- 7.7.** SATEL shall not be held liable in the event that any third parties make claims against it in relation to the transmission of contents or data of those parties by Users. In this respect, liability shall be borne solely by the User who has transmitted the disputed content or data.
- 7.8.** SATEL shall not be held liable for any damage caused to any third party as a result of using the Services by Users in a manner contrary to these Terms and Conditions or the provisions of law.
- 7.9.** The limitations of liability specified above shall apply subject to mandatory provisions of law.

## 8. Personal data and cookies

- 8.1.** In accordance with Article 13 of the GDPR, we hereby state that:
- 8.1.1.** The Controller of the personal data is SATEL sp. z o. o. with its registered office at ul. Budowlanych 66, 80-298 Gdańsk, which has appointed a Personal Data Protection Officer ([iodo@satel.pl](mailto:iodo@satel.pl), tel. 48 58 320 94 27 ext. 377).
  - 8.1.2.** Personal data is processed for the purpose of concluding and performing an agreement with the User – according to Article 6(1)(b) of the GDPR. Personal data provided in the complaint is processed for the purpose of the controller’s legitimate interest, i.e. to carry out the complaint procedure, as well as to assert or defend against claims – according to Article 6(1)(f) of the GDPR.
  - 8.1.3.** Data subjects have the right to request the controller to provide them with access to their personal data, to rectify it, erase it or restrict its processing and the right to lodge a complaint with a supervisory authority.
  - 8.1.4.** Personal data may be transferred to entities processing it at SATEL’s request, including, among others, those operating IT systems used for the purpose of implementing the Services and providers of accounting, postal, archiving and legal services, whereby such entities process data on the basis of an agreement and only in accordance with SATEL’s instructions. Data may also be made available to entities authorised by law, including tax administration authorities.
  - 8.1.5.** Personal data may be transferred to third countries (countries outside the European Economic Area) on the basis of standard contractual clauses and, in the case of transfer to a country covered by a decision of the European Commission declaring an adequate level of protection, on the basis of this decision. A copy of the security information can be obtained from the SATEL Data Protection Officer.
  - 8.1.6.** The provision of personal data is voluntary though failure to do so may prevent the User from using the Service.
  - 8.1.7.** In the case of data processing by SATEL on the basis of consent (legal basis: Art.6(1)(a) of the GDPR), the data subject shall have the right to withdraw their consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal.
- 8.2.** Further information regarding the processing of personal data is available in the Privacy Policy found at <https://www.satel.pl/en/about-us/privacy-policy/>.
- 8.3.** We use cookies on the Website, among others: to collect analytical data. The rules for using „cookies” are set out in the Cookie Policy of the BE WAVE website available at: <https://bewave.systems/en/cookies-policy/>.

## 9. Final provisions

- 9.1.** Any disputes arising between SATEL and the User who is not a Consumer shall be submitted to the court having jurisdiction over SATEL’s seat.
- 9.2.** These Terms and Conditions may be amended if important reasons arise, in particular in the event of changes in the law, changes in or emergence of new interpretations of the provisions of law and positions regarding the application of the law, changes in the Website functionality, changes to the catalogue of services provided, changes to SATEL’s commercial policy, occurrence of important technical, legal, organizational, IT reasons, changes in the model or scope of SATEL’s activities.
- 9.3.** Any amendments will be communicated to the User by means of information on the homepage of the Website containing a summary of the amendments and their effective date. The effective date of the amendments will not be shorter than 14 days from the date of their announcement.
- 9.4.** These Terms and Conditions shall be published on the Website and provided to the User free of charge (electronically) at each request of the User in such a way as to enable the acquisition, reproduction and recording of the content of the Terms and Conditions by means of an ICT system used by the recipient of services.

- 9.5.** Save for the mandatory provisions of the law, in matters not covered by these Terms and Conditions, the provisions of law applicable in the territory of the Republic of Poland shall apply, in particular the Civil Code and the Act on Electronic Provision of Services of 18 July 2002 (i.e. Journal of Laws of 2020, item 344).
- 9.6.** In the event of any discrepancy between the provisions of these Terms and Conditions and the generally applicable law, the generally applicable law shall prevail. Any doubts that may arise shall be interpreted in favour of the Consumer.
- 9.7.** These Terms and Conditions shall enter into force on 5 June 2024.