

Terms and Regulations of Dakea Pro.app

I. Definitions used in the Regulations

- 1. Application Regulations** - this document hereinafter referred to as the "Regulations" contains the terms and conditions of registering roof windows and exchanging points to products in the Owner. By installing or using the Application, you agree to be bound to these Regulations, and consent to the collection, processing and use of your information as described in our Privacy Policy. If you do not agree to the Regulations or the Privacy Policy, do not install (or immediately uninstall) the App. These Regulations have been prepared on the basis of applicable provisions of Polish law, in particular: of the Civil Code - the Act of 23 April 1964 Civil Code and the Act of July 18, 2002 on services provided by electronic means, Act of 4 February 1994 on copyright and related rights.
- 2. Application/App** - mobile application where Users can collect points and buy goods via the Internet.
- 3. User** – entrepreneur with EU VAT number, who can be a natural or legal person or organizational unit without legal personality, to whom the applicable law grants legal capacity, who collect points and/or makes purchases as part of his business activities, that meets the conditions of the Regulations and on the principles set out in the Regulations. Whenever the Regulations refer to a **User**, it should be understood both as a **User** who is a Roofer/ Installer and a **User** who is a Distributor.
- 4. Roofer/ Installer** - a person with full legal capacity, a legal person or an organizational unit without legal personality, but having legal capacity, not being a Consumer, running a business consisting of the installation of roof windows who registered as the User who runs the above-mentioned activity.
- 5. Distributor** - a person with full legal capacity, a legal person or an organizational unit without legal personality, but with legal capacity, not being a Consumer, running a business consisting of the sale of roof windows, which has registered as a User running the above-mentioned activity.

6. **User Account** - a database containing User data for collected points, the implementation of orders, order history, User preferences regarding selected Owner functionalities. You can create an Account as follows:

Download our Application on a smartphone or other mobile device that is capable of downloading and running the App from the Apple App Owner or Google Play Owner (as applicable) and follow the prompts to create an Account. Altaterra Kft. does not charge to download its Apps, but standard data rates may apply.

7. **Contract** - a distance contract concluded between the User, and the Owner. The contract is concluded as a result of creating an account (after accepting the Regulations and agreeing to the collection and processing of the User's personal data), and receiving confirmation of the order at the provided e-mail address and phone number.

8. **Registration** - Registration includes, in particular, completing the registration form available within the Application, verifying the data provided by the User via SMS (Roofers/Installers), or e-mail (Distributors) reading the Regulations and consenting to the collection and processing of the User's personal data in the scope specified in these Regulations, and in the Privacy Policy.

9. **Shop/ Owner** - **Altaterra Kft.** with the business seat in Fertőd (postcode 9431), Hungary, at Malom köz 1, registered in the Hungarian business register under the register number 13543970-2-08. The Shop is the service provider and the owner of the Application, and through them provides services using a telecommunications network.

10. **Points** – loyalty points, collected by the User on his User Account. More information about collecting points are stated in “DAKEA LOYALTY PROGRAM” - TERMS AND CONDITIONS

11. **Push notification** - are messages that can be sent directly to the User’s mobile device. They can appear on a lock screen or in the top section of a mobile device. An app Owner can only send a push notification if the user has the Pro.app application installed. If you have installed the app and have enabled push notifications on your mobile settings, they can be sent by the app Owner at any time.

Push notifications can be sent without the app requiring the user’s contact information.

How to disable push notifications on IOS:

<https://support.apple.com/en-us/HT201925>

How to disable push notifications on Android:

<https://support.google.com/android/answer/9079661?hl=en>

II. General provisions

1. The provisions contained in the Regulations set out the conditions for using the Application by the User.
2. In order to use the Application, the User should have a mobile device with software that allows browsing websites and access to the Internet with a bandwidth of at least 512 kb / s. To use the Application, you need a device with Android at least version 7 or Apple iOS at least version 11 and access to the Internet with a bandwidth of at least 512 kb / s is required. The mobile device should be equipped with a camera that can scan QR codes.
3. To download, run and properly operate the Application, it is necessary to have or activate the following functions of the mobile device: active internet connection or active Wi-Fi connection, geolocation service, granting the Application access to the camera or to the device's memory.
4. The owner is not responsible for limitations or technical problems in ICT systems that are used by Users' devices and which prevent or limit their use of the Application.
5. The User's account is registered by completing the appropriate registration form available on the App. During Registration, it is necessary to agree to the collection and processing of User's personal data and to read and accept these Regulations. The Owner will be entitled to grant rebates and discounts to Users at its discretion.
6. During registration, the User is required to indicate whether he is an entrepreneur with VAT EU number, within the meaning of the Act of July 2, 2004 on the freedom of economic activity (i.e. of October 14, 2010, Journal of Laws No. 220 item 1447). In addition, Users - natural persons who are entrepreneurs are required to indicate whether they intend to make a purchase in connection with their business or professional activity.

7. The User shall bear the negative consequences of providing false information during Registration.
8. In the event of justified doubts as to the veracity of the data provided by the User during Registration, the Owner reserves the right to restrict the User to use Application until the User has been positively verified or the User has entered real data. If the User provides false data or fails to change the false data to true, the Owner reserves the right to exclude or prevent this User from using the Application as well as to terminate the Contract.
9. The User always gets access to the Account after providing the Phone number (Roofer/Installers) or e-mail (Distributors) and password on the App.
10. The User should report any breach of confidentiality of the Login and Password to the Owner immediately after finding the violation.
11. The Application allows the User to use the following functionalities:
 - access to marketing materials and information on Dakea products;
 - collecting and saving points in accordance with the Loyalty Program;
 - access to information about the current number of points collected by the User;
 - Only Roofers/ Installers: scanning of codes placed on Dakea windows purchased by the User using a mobile device with the Application installed (code scanning allows you to collect points in accordance with the Loyalty Program);
12. While browsing the Owner, the Owner or third parties may present advertisements to the viewer. Advertisements will be presented as part of the Owner's operations.
13. By accepting the provisions of the Regulations, the User agrees to the processing of his personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) on the protection of individuals with regard to the processing of personal data and in the free movement of such data and repealing Directive 95/46 / EC and the relevant implementing rules. and the Act of July 18, 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended) for the provision of electronic services by the Owner. The User may also additionally consent to the processing of his personal data for marketing purposes (consent to receive commercial information about products from the Owner and from entities cooperating with it).

14. During registration, the User will be asked to confirm the consent referred to in point 12 of this Chapter.
15. The User has the right to inspect their personal data and the right to request their correction and deletion.
16. All disputes that may arise in connection with these regulations (in particular in connection with contracts between the User and the Owner) will be settled before a Polish court with territorial jurisdiction over the company's registered office ALTATERRA Polska Sp. z o.o. ul. Taneczna 18, 02-829 Warszawa, Poland in accordance with applicable Polish law.

III. Exchange Policy

1. The Owner exchanges goods for Points collected by the Users on their Accounts.
2. Orders from Users are accepted via the App 7 days a week and 24 hours a day.
3. In order to place an order, the User must make:
 - a) selection of ordered goods,
 - b) choosing the delivery address,
4. In the event of unavailability of some of the goods covered by the order in the warehouse, at the Owner's suppliers or for other reasons preventing the execution of the order within the time provided for in that order (e.g. delay of delivery by the Owner's suppliers), the User has the following options:
 - a) partial implementation - the User's choice of this option results in the fulfillment of the order regarding only available goods, the Owner is released from the obligation to fulfill orders for goods unavailable,
 - b) canceling the entire order - the User's choice of this option releases the Owner from the obligation to process the order.
5. A limited number of goods are intended for sale. Orders are processed in the order in which confirmed orders are received, until the stocks covered by the given form of sale run out in the Owner's warehouse or with its suppliers.
6. Further information about Rules of The Loyalty Program are stated in "DAKEA LOYALTY PROGRAM" - TERMS AND CONDITIONS

IV. Prices of goods

1. All prices of goods posted on the Owner:
 - a) are given in earned Points,
 - b) they do not contain information on delivery costs, which are indicated in Cart and Checkout.
2. The Owner reserves the right to change the prices of goods, carry out and cancel promotional campaigns and sales or make changes to them. The above permission does not affect the prices of goods in orders accepted before the date of entry into force of the price change, terms of promotional campaigns or sales.
3. Promotions in the Owner cannot be combined, unless the regulations of the promotion provide otherwise.

V. Order processing time

1. The Owner undertakes within 5 working days of receiving the order to confirm acceptance of the order at the User's Account. This time may be extended if it falls on non-working days (Sundays and holidays).
2. Deadlines for processing orders of goods are from 2 to 7 business days.
3. The User, when collecting the parcel with the order, should check the condition of the parcel. In the event of damage or breach of packaging, a damage report should be made in the presence of a courier or postal worker. The damage report sent to the Owner along with the complaint will facilitate its consideration.

VI. Points

1. Users can collect Points through their User Account.
2. To collect point User:
Roofer/Installer:
 - a) scan the QR code of Dakea roof window
 - b) Agree to commercial data processing during first login to the application

- c) Register to the application
- d) Enter unique code applicable during registration process

Distributor:

- a) gets points in the promotion periods for roof windows registered by associated Roofers
3. The list of products with QR codes, and the number of points for each one of them is available in “About Dakea Pro.app” section in Application.

VII. Complaints.

- 1. The Owner undertakes to provide the User with goods without defects, in accordance with the confirmed order.
- 2. Complaints can be made through an email: contest@dakea.com

VIII. Refunds of Points to Users

In any case of circumstances obligating the App to return the amounts of Points exchanged by the User, this refund will be initiated within a maximum of 14 days back on User Account.

IX. Responsibility

- 1. The Owner declares that the Application may be temporarily unavailable due to the need for technical actions regarding software or hardware such as e.g. update, maintenance, inspection, replacement. The unavailability of the Application may also result from the unavailability or improper operation of the User's service providers, such as, for example, hosting services. The unavailability referred to in this point does not give rise to any claims against the Owner.
- 2. Services are provided for so-called as-is principle, that is without any warranty or guarantee of operation or availability. In particular, the Owner does not guarantee in any way that:

- The services will meet the client's requirements;
 - Services will be provided in an uninterrupted, timely, secure or error-free manner;
 - all information obtained by the User as a result of using the Services will be truthful and accurate;
 - errors in the operation or functionality of the Application or any software used to provide the Services will be removed.
3. The Owner, his partners, suppliers, members of the Management Board, employees, associates or proxies shall not be liable to the User or other third parties in any case for any damages, losses incurred or for lost profits, in particular for direct, indirect damages , pure financial losses, consequential damages (including e.g. loss of profits, revenues, business interruptions, loss of computer data or programs, loss of reputation or good name, legal costs or court costs), including in particular damages arising directly or indirectly:
- from using the Application by the User or on his behalf,
 - relying on the completeness and accuracy of any advertising or marketing activities;
 - of any changes that the Owner may make in the Application,
 - from the removal or damage of any content maintained or transmitted through the Application;
 - from the User's breach of confidentiality of data required to log in to the Account;
 - from any failures or interruptions in the operation of the Application, resulting from errors, data loss, defects, viruses, interruptions or delays in the operation or transmission of data or for any other reasons.
4. The exclusion of liability referred to in the previous paragraph applies to liability that may arise on any basis, including contractual, statutory, tort, including non-performance or improper performance of obligations.

X. Amendments to the Regulations

1. The Owner has the right to amend the Regulations for a significant reason after giving Users seven days prior notice. The amendments shall enter into force after 7 days from the date of notification to the Users, however, the annex introducing the changes may provide for a longer date for the entry into force of individual changes.
2. Users will be notified of changes to the Regulations by email with the relevant information and a link to the text of the amended Regulations, as well as through the Application where the relevant information will be made available.
3. The User who does not agree to the amendments to the Regulations is entitled to terminate the Agreement within 7 days of receiving an email about the amendment to the Regulations. The User may submit a notice of termination in electronic form by sending such a statement by email.
4. For Users who will register in the period from the publication of amendments to the Regulations to their entry into force, the provisions of the existing Regulations shall apply in this period, and in the period from the date of entry into force of the amendments - the provisions of the amended Regulations.