

Terms of Service for the Use of the “EMS” Application  
Ennovation Technology Sp. z o.o.

(“Terms and Conditions”)  
Effective as of May 1, 2025.

## **1. General Provisions**

### **1.1 Scope of Application**

**1.1.1** These Terms and Conditions set forth the rules and conditions for the provision of the Service by the Service Provider to the User. In particular, they define the method of using the Service, payment procedures, the rights and obligations of the parties, as well as the procedures related to any amendments to the Terms, termination of the Agreement, and other relevant matters.

**1.1.2** The Service Provider is the sole owner of the Application and holds all copyrights, related rights, and other intellectual property rights associated with the Application. All rights to the Application, including the rights to modify, distribute, and use it, are reserved. The User is granted only a limited license to use the Application in accordance with the provisions of these Terms and Conditions.

**1.1.3** Any term capitalized herein shall have the meaning ascribed to it in Section 1.2 or elsewhere in these Terms and Conditions, provided such meaning is expressly stated and defined, regardless of whether the term is used in the singular or plural form. Terms not capitalized shall be interpreted in accordance with the context of the specific provision.

**1.1.4** The User is obligated to familiarize themselves with the contents of these Terms and Conditions and to comply with their provisions.

**1.1.5** The Service is intended exclusively for entrepreneurs as defined in Article 4 of the Act of March 6, 2018 – Entrepreneurs' Law (Journal of Laws 2024, item 236, as amended), that is, natural persons, legal persons, or organizational units with legal capacity granted by statute, conducting business activity in their own name. Submission of the registration form constitutes a declaration by the User that they are acting as an entrepreneur and that the Agreement is concluded directly in connection with their business activity and is of a professional nature for them.

**1.1.6** These Terms and Conditions are available for review on the Service Provider's website at: <https://ennovationtech.eu/en/ems-energy-management-system/>, and the User has the option to download, print, or save them in PDF format.

### **1.2 Definitions**

**1.2.1 Application / “ENNO-EMS” Application** – software made available as part of the Service, which enables the collection, processing, and management of data originating from technical installations used by the User.

**1.2.2 Price List** – a document containing a list of fees, conditions for using the Service, and the functionalities of the Application, made available on the Service Provider’s website, constituting an integral part of the Agreement for the provision of the Application usage Service. An amendment to the Price List does not constitute an amendment to these Terms and Conditions and does not require a modification of the Agreement.

**1.2.3 Installation** – a set of devices, systems, or technical components belonging to the User that are subject to remote management, monitoring, and analysis. An Installation may include, among other things, measurements, settings, reports, and service notifications accessible to the Operator and other authorized individuals.

**1.2.4 User Account / Account** – an individual profile assigned to the User within the Application, enabling access to the functionalities available under the selected Package. The User is the sole party authorized to modify the data stored in the Account.

**1.2.5 Operator** – the User who first registered a given Installation in the Application and who holds full administrative rights with respect to that Installation, including the ability to grant, modify, and revoke access for other persons. The Operator is responsible for the configuration of the Installation, the management of its data, and the oversight of its operation within the Application.

**1.2.6 Package** – the variant of the Service selected by the User, defining the scope of functionalities of the Application available under the Account. The detailed terms and pricing of the respective Packages are specified in the Price List published on the Service Provider’s website.

**1.2.7 Terms and Conditions** – these terms and conditions governing the provision of the “EMS” Application usage service by Ennovation Technology Sp. z o.o.

**1.2.8 Agreement** – the contract concluded between the Service Provider and the User regarding the provision of the Service under the terms and conditions described in these Terms and Conditions, under which the User is granted a

limited, non-exclusive, and time-limited license to use the Application in accordance with its intended purpose.

**1.2.9 Service** – the provision rendered by the Service Provider to the User, consisting of enabling access to the Application and the use of its functionalities. The Service is available under various Packages with differing scopes of functions, in accordance with the Price List available on the Service Provider's website.

**1.2.10 Service Provider** – ENNOVATION TECHNOLOGY sp. z o.o., with its registered office at ul. Baletowa 14, 02-867 Warsaw, Poland, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register, under KRS number 0000760282, NIP (Tax ID) 1132989675.

**1.2.11 User** – an entity that commissions the Service Provider to provide the Service by completing the electronic registration form available in the Application, possessing the legal capacity to incur obligations and acquire rights in its own name. A User may be a legal person or a natural person.

## **2. Specific Provisions**

### **2.1 Conclusion of the Agreement**

**2.1.1** The Agreement is concluded upon the submission by the User of an offer to enter into the Agreement to the Service Provider.

**2.1.2** The offer to conclude the Agreement may be submitted by completing the registration form available on the Service Provider's website and clicking the "Order" button, or by sending a fully completed registration form to the Service Provider's email address.

**2.1.3** Entering information in the mandatory fields of the registration form and clicking the "Order" button, or sending the form to the Service Provider's email address: [ems@ennovationtech.eu](mailto:ems@ennovationtech.eu), shall constitute a binding offer by the User to enter into an Agreement for the provision of the Service. In the case of registration via email, the offer is deemed submitted upon sending the correctly completed registration form as an attachment.

**2.1.4** Submission of the offer requires the prior acceptance of these Terms and Conditions by ticking the appropriate checkbox in the registration form.

**2.1.5** If the mandatory fields in the registration form are not completed, the form will not be submitted, and the User will receive a notification regarding the missing data. In the case of email registration, submission of an incomplete form may result in the User being requested to supplement the missing information.

**2.1.6** The User is obliged to provide accurate and truthful information at the time of registration and throughout the entire duration of the use of the Service. The Service Provider shall not be liable for any consequences resulting from the User's submission of false or outdated data.

**2.1.7** After submission of the registration form, the Service Provider will send the User an email confirming receipt of the offer, including a link for email address verification, a copy of these Terms and Conditions in PDF format, and a pro forma invoice, if this payment method was selected in the registration form.

**2.1.8** Clicking the verification link constitutes confirmation of the accuracy of the registration data and results in acceptance by the Service Provider of the offer to conclude the Agreement. The Agreement is deemed validly concluded at the moment the offer is accepted.

**2.1.9** The content of the concluded Agreement consists of these Terms and Conditions and the offer submitted by the User.

**2.1.10** The content of the Agreement will be provided to the User on a durable medium in PDF format to the email address provided and will be retained by the Service Provider solely in that form.

**2.1.11** During the registration process, the User is required to select one of the available Packages, in accordance with the current offer of the Service Provider as specified in the Price List.

**2.1.12** Access to the selected functionalities of the Application will be granted only after the User has successfully made payment, either by settling the pro forma invoice sent by the Service Provider to the provided email address or by linking a payment card and having the fee for the initial billing period successfully charged.

**2.1.13** If payment by pro forma invoice is selected, access to the Service will be granted once the funds are credited to the Service Provider's bank account.

**2.1.14** A User who concludes the Agreement and makes a successful payment expressly agrees to the commencement of the Service before the expiry of the

withdrawal period, thereby waiving the right to withdraw from the Agreement with respect to the paid billing period.

**2.1.15** Pursuant to these Terms and Conditions, the User, under the concluded Agreement, is granted a limited, non-exclusive, and time-limited license to use the Application in accordance with its intended purpose.

## **2.2 Rules for Using the Service**

**2.2.1** The User shall gain access to the Service upon successful completion of the registration process and conclusion of the Agreement.

**2.2.2** The User is obliged to use the Application in accordance with applicable laws, the provisions of these Terms and Conditions, and in a manner that does not infringe upon the rights of third parties.

**2.2.3** The use of the Application for unlawful activities or in a manner that infringes upon the rights of third parties is strictly prohibited.

## **2.3 Access to the User Account and Management of Permissions**

**2.3.1** Upon completion of registration, the User gains access to their User Account, which is secured by a unique login and password.

**2.3.2** The User may change their access credentials at any time after logging into their User Account.

**2.3.3** The Service Provider will never request the User to disclose access credentials. Should the User receive such a request, they are obliged to report it to the Service Provider without delay.

**2.3.4** The User is required to keep their access credentials confidential and to take appropriate measures to protect their Account from unauthorized access.

**2.3.5** The User may voluntarily share their access credentials with persons they have authorized. Any such disclosure to third parties is at the sole risk and responsibility of the User.

**2.3.6** The Service Provider shall not be liable for any actions taken by individuals to whom the User has disclosed access credentials, nor for any damages arising from such actions.

**2.3.7** As the Installation Operator, the User may grant other persons access rights to electrotechnical devices, systems, and Installations registered by them in the Application. Along with other service permissions, an authorized User of the Application may receive rights similar to those of the Operator, including

the ability to read measurement values and related charts, generate reports, monitor and deactivate service messages, update system components, and modify settings; however, they shall not be permitted to delete the Installation. Granting guest access results in limited access, allowing another Application user to only read measurement values and their visual representations. Detailed information is provided in the Application user manual available on the Service Provider's website.

**2.3.8** The Service Provider shall not be liable for any actions taken by users operating under permissions granted in accordance with the above, nor for any resulting costs or damages.

## **2.4 Usage Requirements**

**2.4.1** The Application is made available by the Service Provider in two formats: as a web-based version accessible via an internet browser at <https://ems.ennovationtech.eu/ems-ui/login>, and as a mobile version, which can be downloaded to portable devices running Android from the Google Play Store and to devices running iOS from the App Store.

**2.4.2** An active internet connection is required in order to use the Application. Local installation of the Application is also possible. Detailed technical requirements, including compatibility information with various devices and software, are available in the current service description found at: <https://ennovationtech.eu/en/ems-energy-management-system/>.

**2.4.3** Due to technical constraints, including reliance on internet access, interruptions in availability or periods during which the Application is unusable may occur, for example as a result of public network disruptions or power outages. The Service Provider does not guarantee uninterrupted availability of the Application and reserves the right to temporarily restrict or entirely block access to the Application when necessary for reasons related to performance, security, or system integrity. The Application may also become partially or fully unavailable during maintenance activities, including software updates. The Service Provider will endeavor to schedule maintenance during periods of lower usage demand.

## **2.5 Application Updates**

**2.5.1** In order to ensure the proper functioning and security of the Application,

the Service Provider may release updates to the Application which may require installation. Where installation is required, the Service Provider shall provide appropriate instructions and notify the User of the availability of such updates via a message displayed upon launching the Application. Failure to install the update promptly after receiving notice of its availability may compromise the security of the Application on the User's end device and may result in limited functionality. The Service Provider shall not be liable for any damages arising solely from the User's failure to install the update.

**2.5.2** In the case of using the web-based version of the Application, installation of updates is not required, as the latest available version is automatically made available upon accessing the website.

**2.5.3** Requests for the provision of updates may only be submitted in accordance with the procedure specified by the Service Provider.

## **2.6 Installation Software Updates**

**2.6.1** Registration of an Installation in the Application enables manual downloading of control software updates for the Installation via the Internet and uploading them to the Installation ("firmware updates"). Firmware updates may only be uploaded using the web-based version of the Application.

**2.6.2** In the event of a serious security threat, the Service Provider reserves the right to automatically install firmware updates without the User's express consent. However, such firmware updates may not alter any essential functions or features of the Installation that affect its use.

**2.6.3** Updates are downloaded using the User's internet connection. During the installation of updates, the Application may be temporarily unavailable. The Service Provider shall not be liable for any internet connection costs incurred by the User, nor for the lack of access to the Application during the update installation process.



## **2.7 Liability of the Service Provider**

**2.7.1** The Service Provider shall be liable to the User for the conformity of the Service with the Agreement to the extent provided for under applicable law.

**2.7.2** The Service Provider's liability for defects in the Service shall be limited solely to damages caused by willful misconduct or gross negligence.

**2.7.3** The Service Provider shall not be liable for indirect damages, loss of profit, or damages arising from slight negligence.

**2.7.4** The Service Provider's liability shall be limited to the amount of the fee paid by the User for the most recent billing period of the Service.

**2.7.5** The Service Provider shall not be liable for:

**2.7.5.1** errors resulting from use of the Application on devices or software that do not meet the minimum technical requirements,

**2.7.5.2** damages resulting from unauthorized modifications of the Application made by the User or third parties,

**2.7.5.3** interruptions in Service availability due to circumstances beyond the Service Provider's control, including failures of public telecommunications networks or force majeure events.

**2.7.6** The Service Provider does not provide any additional warranty for the quality of the Service beyond warranties arising under generally applicable law.

## **2.8 Blocking and Restricting Use of the Application**

**2.8.1** The Service Provider reserves the right to specify particular technical and functional requirements for the use of certain features of the Application, including but not limited to software version requirements, hardware compatibility, or the possession of an appropriate Package. If these requirements are not met—particularly in cases involving outdated hardware, system incompatibility, or the absence of necessary entitlements due to the User not selecting the relevant Package—access to certain functionalities may be restricted or blocked.

**2.8.2** If the User misuses the Application, uses it in a manner that violates applicable laws, these Terms and Conditions, or generally accepted standards of conduct, or uses it in a way that threatens the security, stability, or integrity of the Application or the Service Provider's systems, the Service Provider shall have the right to temporarily or permanently restrict, or entirely block, the

User's access to the Application or selected functionalities thereof. Such measures shall be taken to the extent necessary to protect the Application, the Service Provider's systems, and the rights or interests of other Users or third parties.

**2.8.3** The Service Provider shall inform the User of its intention to restrict or block access at least three (3) days in advance, providing the reasons for its decision, unless such notification is prohibited under applicable law or is unjustified due to security considerations.

## **2.9 Technical Support**

**2.9.1** As part of the provision of technical support services, authorized personnel of the Service Provider may access the User's data stored within the Application. This access includes the ability to read and, in justified cases, modify data necessary for the proper functioning of the Application.

**2.9.2** In the event that error analysis or resolution of another technical issue is required, the technical support department may, following prior notification and subject to the User's consent where required, access the User's Account.

**2.9.3** The Service Provider also reserves the right to contact the User via email in situations requiring immediate attention, particularly in cases of security threats, system failures, or the need to implement urgent changes.

**2.9.4** All technical support activities shall be carried out with due respect for the User's privacy and shall be limited strictly to what is necessary to address the issue at hand.

## **2.10 Payment Terms**

**2.10.1** Use of the Service is subject to payment under the terms set forth in the Price List, which constitutes an annex to these Terms and Conditions. All prices are stated as net amounts unless explicitly indicated otherwise.

**2.10.2** Billing is conducted on a monthly basis, calculated from the date of conclusion of the Agreement. The User may also make advance payment for multiple billing periods.

**2.10.3** During registration, the User selects a payment method: automatic payment by debit or credit card, or payment based on a pro forma invoice.

**2.10.4** In the case of card payments, fees are charged automatically at the beginning of each billing period. In the case of pro forma invoice payments, access to the Service is granted upon receipt of payment.

**2.10.5** Failure to make timely payment may result in restriction, suspension, or blocking of access to the Service, in accordance with these Terms and Conditions.

**2.10.6** The Service Provider reserves the right to amend the Price List. The User shall be notified of any such change at least fourteen (14) days before the start of the billing period in which the change is to take effect, by email. Failure to terminate the Agreement within fourteen (14) days from the delivery of such notice shall be deemed acceptance of the revised Price List. The amended Price List shall apply from the billing period following the expiry of the fourteen (14) day period after the email notification referenced in the first sentence of this clause.

**2.10.7** In the event that the User has prepaid for multiple billing periods and terminates the Agreement due to non-acceptance of the revised Price List, the Service Provider shall refund the User a proportional portion of the fee for the unused period following termination. If the User chooses to continue using the Service after the Price List change, and the previously paid amount is lower than the new rate, the User shall be obliged to pay the difference prior to the commencement of the next billing period.

**2.10.8** Fees paid for a billing period already commenced are non-refundable, regardless of when the User discontinues use of the Service.

## **2.11 Change of Package**

**2.11.1** In order to gain access to additional features of the Application, the User may upgrade their current Package to a higher-tier variant. To do so, a link is provided within the Application's user interface that directs to the online store, through which the desired package may be selected and purchased.

Alternatively, the User may express interest in purchasing a paid version by contacting the Service Provider via email at: [ems@ennovationtech.eu](mailto:ems@ennovationtech.eu).

**2.11.2** The currently available Package versions and the scope of their respective functionalities are specified in the Price List applicable at the time the order is placed.

**2.11.3** The purchase of the selected Package shall be governed by the terms set forth in the current version of these Terms and Conditions and the applicable Price List.

**2.11.4** In the case of a Package change, the provisions concerning the conclusion of the Agreement, as set out in Section 2.1, shall apply accordingly. This means that placing an order for a new Package constitutes a binding offer to purchase it, and the Agreement is concluded upon its confirmation by the Service Provider.

## **2.12 Duration and Termination of the Agreement**

**2.12.1** The Agreement is concluded for an indefinite period.

**2.12.2** The User has the right to terminate the Agreement at any time by providing 14 days' notice, effective at the end of the current billing period. Termination shall be effected by submitting a relevant notice via email to the Service Provider or by using the account deletion function available in the web-based version of the Application.

**2.12.3** Termination of the Agreement by the User does not release them from the obligation to pay the fee for the current billing period in which the termination notice was submitted. The Service Provider does not issue refunds for any unused portion of the current billing period, regardless of the reason for the User's termination.

**2.12.4** The Service Provider is entitled to terminate the Agreement by providing 14 days' notice, by sending an appropriate statement via email to the address associated with the User's Account.

**2.12.5** Termination of the Agreement by the Service Provider does not affect the Service Provider's right to temporarily restrict access to the Application or its functionalities in cases specified in these Terms and Conditions.

**2.12.6** Each party has the right to terminate the Agreement with immediate effect for valid reasons, in particular if the other party breaches material provisions of the Agreement or these Terms and Conditions, or if permanent performance of the Agreement becomes impossible due to reasons beyond the control of the parties.

**2.12.7** Termination of the Agreement results in deactivation and deletion of the User Account and loss of access to the Application and any associated data.

**2.12.8** Notwithstanding the foregoing, the Service Provider reserves the right to deactivate and delete incomplete User Accounts, i.e., those lacking all required registration data, or inactive Accounts, i.e., those not used for a continuous period of 12 months.

### **3. Complaints**

**3.1.1** The User has the right to submit a complaint regarding the functioning of the Application, the Services provided, or any charges incurred.

**3.1.2** Complaints must be submitted in writing to the Service Provider's registered office address or via email sent to the Service Provider's contact address indicated in the Application or these Terms and Conditions, namely: [ems@ennovationtech.eu](mailto:ems@ennovationtech.eu).

**3.1.3** A complaint should include at a minimum the information necessary to identify the User, i.e., full name or company name, the email address associated with the Account, a description of the issue being raised, and the remedy sought in relation to the complaint.

**3.1.4** Complaints that do not include the required information specified in Section 3.1.3 may be left unprocessed until the User supplements the missing details.

**3.1.5** The Service Provider shall consider the complaint without undue delay, but no later than within 30 days from the date of receipt.

**3.1.6** The response to the complaint shall be delivered to the User via email or in writing to the address provided.

**3.1.7** The Service Provider's liability under statutory warranty is excluded unless otherwise provided in the Agreement.

**3.1.8** Failure to respond to a complaint within 30 days of its receipt shall not be deemed as acceptance of the complaint by the Service Provider.

**3.1.9** If the complaint is deemed justified, the Service Provider may, at its discretion, remedy the defect, provide a defect-free service, reduce the Service fee, or refund the fee paid for the Service in whole or in part.

**3.1.10** The User may make use of out-of-court methods for handling complaints and pursuing claims, in particular by contacting a municipal (or county)

consumer ombudsman or by using the online ODR platform available at:  
<https://ec.europa.eu/consumers/odr/>

#### **4. Personal Data Protection**

**4.1.1** The controller of the User's personal data is ENNOVATION TECHNOLOGY sp. z o.o., with its registered office at ul. Baletowa 14, 02-867 Warsaw, Poland, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register, under KRS number 0000760282, with NIP (Tax ID) 1132989675.

**4.1.2** Users' personal data are processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), as well as other applicable legal regulations concerning the protection of personal data.

**4.1.3** The User's personal data are processed for the purposes of providing services by electronic means, performing the Agreement for use of the Application, handling User requests (e.g., complaints, inquiries), and fulfilling the legal obligations imposed on the Service Provider.

**4.1.4** Detailed information on the processing of personal data, including the rights of the User (right of access, rectification, erasure, restriction of processing, data portability, objection, and the right to lodge a complaint with a supervisory authority), is available in the Privacy Policy accessible within the Application.

**4.1.5** The provision of personal data is voluntary but necessary for the conclusion and performance of the Agreement.

**4.1.6** For the purpose of enabling certain functions of the Application, personal data may be shared with entities supporting the Service Provider in the areas of technical, accounting, or legal services, strictly on the basis of appropriate data processing agreements.

#### **5. Intellectual Property Rights**

**5.1.1** All elements of the Application, including but not limited to the software, interfaces, graphics, databases, content, trademarks, and other materials made available to Users, are subject to copyright or other intellectual property rights

held by the Service Provider or by entities with which the Service Provider has entered into appropriate agreements.

**5.1.2** The User is granted a non-exclusive, non-transferable, limited license to use the Application solely for the purpose of using it in accordance with its intended function and these Terms and Conditions.

**5.1.3** The User is not authorized to copy, modify, distribute, sell, or reverse-engineer the source code of the Application, interfere with its operation or security features, or use the Application in any manner that exceeds the permitted use as defined in these Terms and Conditions.

**5.1.4** Any infringement of the Service Provider's intellectual property rights may result in the immediate suspension of access to the Application and the pursuit of claims for damages through civil legal proceedings.

## **6. Final Provisions**

**6.1.1** The Agreement shall be governed by the laws of the Republic of Poland.

**6.1.2** To the extent permitted by applicable law, any disputes shall be subject to the jurisdiction of the court having territorial competence over the registered office of the Service Provider.

**6.1.3** Amendments or supplements to these Terms and Conditions shall be made by publishing an updated version on the Service Provider's website, along with information specifying the effective date.

**6.1.4** If any provision of these Terms and Conditions is found to be invalid, ineffective, or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision shall apply that most closely reflects the intent of the parties and the economic purpose of the invalid clause.

**6.1.5** The current version of the Terms and Conditions is available on the Service Provider's website. The User may save or print it at any time.

**6.1.6** The Service Provider reserves the right to amend the Terms and Conditions in the following cases:

**6.1.6.1** changes in legal regulations affecting the content of the Terms and Conditions or the provision of Services,

**6.1.6.2** the imposition of obligations by administrative authorities or courts that

affect the Terms and Conditions,

**6.1.6.3** implementation of technical, functional, or developmental changes to the Application,

**6.1.6.4** changes in the scope or manner of providing the Services,

**6.1.6.5** changes intended to enhance technological security or data protection,

**6.1.6.6** editorial changes, error corrections, or clarifications of the Terms and Conditions.

**6.1.7** Amendments to the Terms and Conditions or the Price List shall not affect the terms of services already paid for prior to the effective date of such changes.

**6.1.8** The Service Provider shall notify Users of any planned changes to the Terms and Conditions at least seven (7) days prior to their effective date, via email sent to the address associated with the User's Account.

**6.1.9** In matters not governed by these Terms and Conditions, the provisions of Polish law shall apply.

**6.1.10** The current version of the Terms and Conditions is effective as of May 1, 2025.

**6.1.11** The following annexes form an integral part of these Terms and Conditions:

**6.1.11.1** Annex No. 1 – ENNO-EMS Package Price List,

**6.1.11.2** Annex No. 2 – Privacy Policy.