

Annex 9 – GENERAL TERMS AND CONDITIONS OF USE OF THE PIRNAR MOBILE APPLICATION

1. Preliminary provisions

With the General Terms and Conditions for the use of the Pirnar application, the company PIRNAR trženje, proizvodnja in razvoj d.o.o. (hereinafter referred to as PIRNAR), with a registered office at Bravničarjeva ulica 20 in Ljubljana, registered with the District Court in Ljubljana under No. 2013/7416, establishes the obligations, rights and conditions for the use of the Pirnar mobile application (hereinafter referred to as the application), which can be used with iOS and Android operating systems.

These General Terms and Conditions apply to all upgrades and/or new versions and/or any other changes to the Pirnar mobile application. PIRNAR offers the service solely on the basis of these Terms of Use. These terms cover all processes and activities that can be used in the application or will be possible in the future.

PIRNAR reserves the right to modify or supplement these Terms of Use by observing the 4-week notification period. PIRNAR will implement such changes only for valid reasons, in particular due to new technical developments (improvement and extension of existing functions, adaptation to the state of the art to maintain functioning and safety of the service), changes in legislation or legal frameworks. Upon changes and/or additions that could affect the existing contractual relationship with the user, PIRNAR will send (registered) users an amended version of the Terms of Use with the highlighted changes to the e-mail address provided by the user at the time of registration. If the user does not object to the amended version of the Terms of Use within four weeks of receipt and continues to use the application even after the deadline for objection, the changes that occurred after the deadline are deemed to have been validly agreed upon. In the event of an objection, the contract shall be resumed according to the pre-existing conditions. As part of the notification about the change, PIRNAR will notify the user of their right to object, the methods of exercising their right to object and the consequences of not exercising this right. In the framework of this procedure, PIRNAR will not make any changes that could significantly affect the contractual balance between the offer and the counter-service provided for this purpose, if any. The user has the right to cancel the offer if they do not wish to use the service in accordance with the amended and/or supplemented Terms of Use. The user must make sure that their e-mail address is always up-to-date.

2. Definitions

The expressions used in these General Terms and Conditions have the following meaning:

Registered users of the Pirnar application can be natural persons of legal age and minors.

In these General Terms and Conditions, **a smartphone or tablet** is defined as a device that enables the installation and operation of advanced applications that are not otherwise supported by conventional mobile devices. Smartphones or tablets enable the use of more advanced internet access options, multitasking, connectivity and the use of advanced features.

The Pirnar mobile application allows registered users to manage their PIRNAR entrance door with the SecuroSmart built-in system.

Registration means the first entry into the database, where the user enters the required data (user name – e-mail and password), states their agreement with the General Terms and Conditions and the related processing of personal data.

Login stands for input of all necessary data in the database and that the e-mail address has been confirmed by the user. As part of the login process, any further access to the Pirnar application and the application on the device accessing the Pirnar application requires the application to be opened. In the event that for any reason the user logs out of the Pirnar application, login is possible in several ways:

- With user name and password
- On Android smart mobile devices, with a fingerprint
- On iOS smart mobile devices, with FaceID

In the event that a registered user remains logged in to the Pirnar application, they can select the "gesture unlock" option in the Pirnar application settings, which means that every time they unlock the Pirnar application, the stored pattern or gesture must be entered first.

In case the user wants to change their e-mail address with which they access the Pirnar application, they can do so in the application settings (Me -> Setting -> Account and Security).

3. Subject to the General Terms and Conditions of Use

The subject of the General Terms and Conditions is to make the mobile application Pirnar available in its respective valid version. PIRNAR has no obligation to upgrade or update the application.

Using the Pirnar application is free for the user. The user is aware that the prerequisite for using some features of the Pirnar application is the existing data connection of the mobile end device. To avoid unnecessary connection costs, the user is recommended to use the application with an existing Wi-Fi connection or by paying a lump sum for data transfer. If using mobile data, the user is aware that they are obliged to pay the data transfer charged by their selected provider according to the valid price list.

4. Technical requirements

The Pirnar application for operating the PIRNAR entrance door with the built-in SecuroSmart system can be used on mobile phones, tablets or Apple Watch (WatchOS) smartwatches.

A 2.4 GHz wireless network is required to remotely operate the SecuroSmart system.

The Pirnar mobile application works on the following operating systems: iOS (Apple) or Android (Google). Due to technical limitations of older versions of operating systems, certain applications are not available, their functionalities are not working properly or cannot be displayed. To access the full functionality of the Pirnar application, a login is required, as defined in item 5 of these General Terms

and Conditions. The Pirnar application allows push notifications. The push notification setting is controlled exclusively on the device on which the Pirnar application is used.

The Pirnar application can be downloaded from the Apple Store or Google Play mobile app store, always in the manner and under the conditions specified for the chosen Apple iOS: App Store or Google Android: Play Store, to the mobile end device (smartphone, tablet or smart watch) and use it to manage the PIRNAR entrance door with the built-in SecuroSmart system on the mobile end device. The device that operates the PIRNAR door with the built-in SecuroSmart system must be within the scope of the contract.

The user has no right to request the retention of the version of the application or individual offers that existed at the time of the conclusion of the contract. PIRNAR reserves the right to discontinue the use of the offer or parts of the offer if technical and/or economical reasons so dictate.

5. Registration and conclusion of the contract

To use the application, the user must register. By ticking the appropriate box within the registration in the Pirnar application, the user confirms that they have carefully read the applicable General Terms and Conditions, that they agree with them and accept them in their entirety. The first access to the Pirnar application requires prior registration.

The user can register in the Pirnar application itself. Upon registration, the user creates a new user name by entering the required personal data. With a successful registration process, the user gains the ability to manage the PIRNAR entrance door with the built-in SecuroSmart system.

It is possible to register via the Pirnar application after downloading it. Use of the Pirnar application is restricted to private use; commercial use is not permitted.

Users who have reached the age of 18 at the time of use, are legally capable of action or – in the case of reduced legal capacity, which applies especially to minors – act with the consent of their legal representative have the right to register. By registering, the user explicitly declares that they are of legal age and legally capable or that they have obtained the consent of their legal representative, if they are a minor.

If the user registers through the Pirnar application and thereby transfers their registration data to PIRNAR, this constitutes an offer to conclude a contract for use. The user must provide true, accurate, current and complete information in the submitted registration form. Mandatory information is essential for further login procedures and communication with the registered user.

PIRNAR has the right to verify the user and reject the offer without providing reasons. After the registration, during which the user determines their password, the user receives confirmation of the

registration by e-mail. By activating the link provided in this e-mail, the registration is complete. The sent e-mail represents the acceptance of the offer to conclude a contract for use. The user receives by e-mail these Terms of Use in the form of text, which are also stored by PIRNAR.

After registration, PIRNAR will arrange a membership account for the user, through which the user will manage the PIRNAR entrance door with the built-in SecuroSmart system. The membership account is not transferable and cannot be inherited.

6. Access data and passwords

The user undertakes to maintain the confidentiality of the password and to immediately notify PIRNAR in writing or by e-mail if the user's password becomes known to unauthorised third parties. The user is responsible for all actions performed by third parties using the user's password, if the user is at fault for this.

The user shall promptly notify PIRNAR of any misuse of their password or membership account and of any other breaches of security regulations; the user shall be liable against PIRNAR for any misuse of the membership password committed by the user.

7. Allocation of rights

For the duration of this contract, the user is granted non-exclusive, non-transferable rights to use the PIRNAR application, which cannot be sublicensed and are solely valid for the proper use of the application in accordance with these Terms. The user may not modify, adapt, translate, edit or combine the application with any other software in any way. The user is also not allowed to copy, disseminate or otherwise make the application available to third parties (including subleasing it). This does not affect the provisions of Articles 69d, 69e of the Copyright Act (UrhG).

Insofar as no specific terms of use apply, the provisions of item 7.1 shall apply accordingly to the further development of the application in the form of upgrades and updates and other functional extensions available through the store where the application was originally obtained (App Store, Google Play).

8. Duration of the contract and termination

The contract for use is concluded for an indefinite period and can be terminated at any time by the user or by PIRNAR. As part of the management of their account, the user can always delete the user account and terminate the contract for use.

The parties' right to extraordinary termination for good cause remains intact.

9. Content, intellectual property

The content available in the application is protected by copyright and/or trademark law or other proprietary rights for the benefit of PIRNAR or third parties. All content made available by PIRNAR and the content and texts published in the updates to which the user subscribes, including in particular layouts, designs, images, illustrations and other information (hereinafter referred to as content), are the property of PIRNAR or relevant third parties and are subject to copyright or, if applicable, further legal provisions on the protection of intellectual property. Subject to mandatory legal provisions, it is not allowed to reproduce, disseminate, publish, transfer, modify or edit, store, forward this content in whole or in part, create works derived from them or allow third parties to use this content. Without the approval of PIRNAR, the content may not be used for the publication or dissemination of advertising or other promotional materials or to encourage third parties to use or take advantage of certain goods or services. It is also prohibited to use the content or parts thereof for any commercial purpose, in particular for resale, copying, reproduction or distribution for commercial purposes. The use of content for unlawful acts is also prohibited.

10. Warranty and free software guarantee

PIRNAR provides warranty to the user for material and legal defects, regardless of the legal reason, only if PIRNAR maliciously concealed a material or legal defect.

In addition, PIRNAR shall only be liable to the user for damage based on intentional or grossly negligent breach of contractual obligations by PIRNAR or for damage caused to life, body and health by PIRNAR. This does not affect any existing liability of PIRNAR under the Product Liability Act.

11. Breach of Terms of Use

In the framework of their contractual relationship with PIRNAR, the user undertakes to use the Pirnar application only for purposes that do not violate the current Terms of Use or applicable legal regulations or violate the rights of third parties.

If the user allows third parties to use the Pirnar application via their mobile end device, they must, as part of their due diligence, notify them of the Terms of Use and monitor their usage accordingly in order to guarantee compliance.

PIRNAR reserves the right to block access to the Pirnar application if the user violates to a greater extent the duties to be fulfilled on the basis of the Terms of Use.

12. Limitation of liability

PIRNAR cannot guarantee that the offered Pirnar application will always be available on time and without interruptions, safely and without errors and delays. The user is aware that temporary unavailability of the application may occur, either due to force majeure or technical difficulties, disruptions or changes caused by PIRNAR or third parties. Under no circumstances shall PIRNAR assume any liability and give no guarantees to the user for possible malfunction or inability to use the Pirnar application but will only strive to ensure the smooth operation of the application.

PIRNAR is not responsible for the occasional non-functioning of the Pirnar application, any inaccuracy of information, nor for any damage and/or loss of income.

Therefore, PIRNAR shall not be liable for any damages arising, for example, from access to information, use or inability to use the information or any errors or deficiencies in its content. PIRNAR is not responsible for any loss or damage that may occur as a result of unauthorised use of the user account or password to access the Pirnar application.

PIRNAR is not responsible for any errors and damages resulting from the transfer of incorrect data and/or other activities from the user's sphere, e.g., when registering or logging into the Pirnar application.

All users use the Pirnar application at their own risk and must also ensure adequate data protection on their smartphone, tablet or smartwatch. The use of the Pirnar application in a secured and encrypted wireless network is the sole responsibility of the user. Under no circumstances shall PIRNAR assume responsibility for the use of the SecuroSmart system in an unprotected wireless network.

13. Upgrades and new versions of the application

Due to technical or functional upgrades of the Pirnar application, PIRNAR reserves the right to publish a new version of the Pirnar application. The user will be informed about the new version of the Pirnar mobile application either through the Pirnar application itself in the form of push notifications or through the store from which the mobile application has been downloaded. The update of the application on the phone can also occur automatically.

14. Changes

We may change the General Terms of Use of the Pirnar mobile application from time to time. We will inform the users about this and/or request their consent whenever necessary or required. We recommend that users refer to these General Terms and Conditions every time they open the Pirnar application to become acquainted with its latest version.

Date of last inspection: 01.06.2022

PIRNAR d.o.o.