

# Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between SOFT EDGE Sp. z o.o. ("Mobile Application Developer", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the HailMaster Plus mobile application and any of its products or services (collectively, "Mobile Application" or "Services").

## Backups and Statistics

We are not responsible for Content residing in the Mobile Application. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we are not able to restore some or all of your data that has been deleted as of a certain date and time by you or your device as all information is stored only locally in the application. We make no guarantee that the data you need will be available. We reserve the right to collect anonymized information about user actions and preferences in Mobile Application for statistical purposes.

## Links to other mobile applications

Although this Mobile Application may link to other mobile applications, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked mobile application, unless specifically stated herein. Some of the links in the Mobile Application may be "affiliate links". This means if you click on the link and purchase an item, Mobile Application Developer will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their mobile applications. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any mobile application which you access through a link from this Mobile Application. Your linking to any other off-site mobile applications is at your own risk.

## Intellectual property rights

This Agreement does not transfer to you any intellectual property owned by Mobile Application Developer or third-parties, and all rights, titles, and interests in and to such

property will remain (as between the parties) solely with Mobile Application Developer. All trademarks, service marks, graphics, and logos used in connection with our Mobile Application or Services are trademarks or registered trademarks of Mobile Application Developer or Mobile Application Developer licensors. Other trademarks, service marks, graphics and logos used in connection with our Mobile Application or Services may be the trademarks of other third-parties. Your use of our Mobile Application and Services grants you no right or license to reproduce or otherwise use any Mobile Application Developer or third-party trademarks.

## **Limitation of liability**

To the fullest extent permitted by applicable law, in no event will Mobile Application Developer, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, warranty, breach of statutory duty, negligence or otherwise, even if Mobile Application Developer has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Mobile Application Developer and its affiliates, officers, employees, agents, suppliers, and licensors, relating to the services will be limited to an amount greater of one EUR or any amounts actually paid in cash by you to Mobile Application Developer for the prior one month period prior to the first event or occurrence giving rise to such liability. Exported data from Mobile application in the format of the report, screenshots, texts or any other information can't be used as the financial document or source for invoicing. All measurements that Mobile application generates should be verified prior to making any conclusions or decisions by the user. The application doesn't fully support all types sizes of dent mirrors (striped reflective surfaces), quality of recognition and performance can be affected by using specific types of dent mirrors. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

## **Changes and amendments**

We reserve the right to modify this Agreement or its policies relating to the Mobile Application or Services at any time, effective upon posting of an updated version of this Agreement in the Mobile Application. When we do, we will revise the updated date at

the bottom of this page. Continued use of the Mobile Application after any such changes shall constitute your consent to such changes. We reserve the right to modify UI of a Mobile Application, logo, translations, name, ways of working and algorithms used in the application the same as a right to add paid services or remove the application from the store without the necessity of explanations or informing users prior to change.

## **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. Application is distributed in the demonstration purposes of a Mobile Application Developer to present his professional skills and abilities. By using the Mobile Application or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Mobile Application and its Services.

## **Privacy policy**

This privacy policy ("Policy") describes how SOFT EDGE Sp. z o.o. ("Mobile Application Developer", "we", "us" or "our") collects, protects and uses the personally identifiable information ("Personal Information") you ("User", "you" or "your") may provide in the HailMaster Plus mobile application and any of its products or services (collectively, "Mobile Application" or "Services").

It also describes the choices available to you regarding our use of your Personal Information and how you can access and update this information. This Policy does not apply to the practices of companies that we do not own or control, or to individuals that we do not employ or manage.

## **Automatic collection of information**

When you open the Mobile Application our servers automatically record anonymous information that your device sends. This data may include information such as your device's IP address and location, device name, and version, operating system type and version, language preferences, the information you search for in our Mobile Application, access times and dates, and other statistics.

Information collected automatically is used only to identify potential cases of abuse and establish statistical information regarding Mobile Application traffic and usage. This

statistical information is not otherwise aggregated in such a way that it would identify any particular user of the system.

## **Collection of personal information**

You can visit the Mobile Application without telling us who you are or revealing any information by which someone could identify you as a specific, identifiable individual. If, however, you wish to use some of the Mobile Application's features, you will be asked to provide certain Personal Information (for example, your name and email address). We receive and store any information locally in the Mobile Application you knowingly provide to us when you fill any online forms in the Mobile Application. When required, this information may include the following:

- Certain features on the mobile device such as contacts, calendar, gallery, etc.
- Any other materials you willingly submit to us such as articles, images, feedback, etc.

You can choose not to provide us with your Personal Information, but then you may not be able to take advantage of some of the Mobile Application's features. Users who are uncertain about what information is mandatory are welcome to contact us.

## **Storing personal information**

We will retain and use your Personal Information for the period necessary to comply with our legal obligations, resolve disputes, and enforce our agreements unless a longer retention period is required or permitted by law. We may use any aggregated data derived from or incorporating your Personal Information after you update or delete it, but not in a manner that would identify you personally. Once the retention period expires, Personal Information shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after the expiration of the retention period.

## **Use and processing of collected information**

In order to make our Mobile Application and Services available to you, or to meet a legal obligation, we need to collect and use certain Personal Information. If you do not provide the information that we request, we may not be able to provide you with the requested products or services. Some of the information we collect is directly from you via our Mobile Application. However, we may also collect Personal Information about

you from other sources. Any of the information we collect from you may be used for the following purposes:

- Send administrative information
- Request user feedback
- Improve user experience
- Enforce terms and conditions and policies
- Protect from abuse and malicious users
- Respond to legal requests and prevent harm
- Run and operate our Mobile Application and Services

Processing your Personal Information depends on how you interact with our Mobile Application, where you are located in the world and if one of the following applies: (i) You have given your consent for one or more specific purposes. This, however, does not apply, whenever the processing of Personal Information is subject to California Consumer Privacy Act or European data protection law; (ii) Provision of information is necessary for the performance of an agreement with you and/or for any pre-contractual obligations thereof; (iii) Processing is necessary for compliance with a legal obligation to which you are subject; (iv) Processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in us; (v) Processing is necessary for the purposes of the legitimate interests pursued by us or by a third party.

Note that under some legislations we may be allowed to process information until you object to such processing (by opting out), without having to rely on consent or any other of the following legal bases below. In any case, we will be happy to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Information is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

## **Information transfer and storage**

Depending on your location, data transfers may involve transferring and storing your information in a country other than your own. You are entitled to learn about the legal basis of information transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by us to safeguard your information. If any such transfer takes place, you can find out more by checking the relevant sections of this document or inquire with us using the information provided in the contact section.

## **The rights of users**

You may exercise certain rights regarding your information processed by us. In particular, you have the right to do the following: (i) you have the right to withdraw consent where you have previously given your consent to the processing of your information; (ii) you have the right to object to the processing of your information if the processing is carried out on a legal basis other than consent; (iii) you have the right to learn if information is being processed by us, obtain disclosure regarding certain aspects of the processing and obtain a copy of the information undergoing processing; (iv) you have the right to verify the accuracy of your information and ask for it to be updated or corrected; (v) you have the right, under certain circumstances, to restrict the processing of your information, in which case, we will not process your information for any purpose other than storing it. This provision is applicable provided that your information is processed by automated means and that the processing is based on your consent, on a contract which you are part of or on pre-contractual obligations thereof.

## **The right to object to processing**

Where Personal Information is processed for the public interest, in the exercise of an official authority vested in us or for the purposes of the legitimate interests pursued by us, you may object to such processing by providing a ground related to your particular situation to justify the objection. You must know that, however, should your Personal Information be processed for direct marketing purposes, you can object to that processing at any time without providing any justification. To learn, whether we are processing Personal Information for direct marketing purposes, you may refer to the relevant sections of this document.

## **How to exercise these rights**

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. These requests can be exercised free of charge and will be addressed by the Owner as early as possible.

## **California privacy rights**

In addition to the rights as explained in this Privacy Policy, California residents who provide Personal Information (as defined in the statute) to obtain products or services for personal, family, or household use are entitled to request and obtain from us, once a calendar year, information about the Personal Information we shared, if any, with other

businesses for marketing uses. If applicable, this information would include the categories of Personal Information and the names and addresses of those businesses with which we shared such personal information for the immediately prior calendar year (e.g., requests made in the current year will receive information about the prior year). To obtain this information please contact us.

## **Privacy of children**

We do not knowingly collect any Personal Information from children under the age of 13. If you are under the age of 13, please do not submit any Personal Information through our Mobile Application or Service. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide Personal Information through our Mobile Application or Service without their permission.

If you have reason to believe that a child under the age of 13 has provided Personal Information to us through our Mobile Application or Service, please contact us. You must also be at least 16 years of age to consent to the processing of your Personal Information in your country (in some countries we may allow your parent or guardian to do so on your behalf).

## **Links to other mobile applications**

Our Mobile Application contains links to other mobile applications that are not owned or controlled by us. Please be aware that we are not responsible for the privacy practices of such other mobile applications or third-parties. We encourage you to be aware when you leave our Mobile Application and to read the privacy statements of each and every mobile application that may collect Personal Information.

## **Information security**

We secure information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. We maintain reasonable administrative, technical, and physical safeguards in an effort to protect against unauthorized access, use, modification, and disclosure of Personal Information in its control and custody. However, no data transmission over the Internet or wireless network can be guaranteed. Therefore, while we strive to protect your Personal Information, you acknowledge that (i) there are security and privacy limitations of the Internet which are beyond our control; (ii) the security, integrity, and privacy of any and all information and data exchanged between you and our Mobile Application cannot be

guaranteed; and (iii) any such information and data may be viewed or tampered with in transit by a third-party, despite best efforts.

## **Data breach**

In the event we become aware that the security of the Mobile Application has been compromised or users Personal Information has been disclosed to unrelated third parties as a result of external activity, including, but not limited to, security attacks or fraud, we reserve the right to take reasonably appropriate measures, including, but not limited to, investigation and reporting, as well as notification to and cooperation with law enforcement authorities. In the event of a data breach, we will make reasonable efforts to notify affected individuals if we believe that there is a reasonable risk of harm to the user as a result of the breach or if notice is otherwise required by law. When we do, we will post a notice in the Mobile Application.

## **Changes and amendments**

We may update this Privacy Policy from time to time in our discretion and will notify you of any material changes to the way in which we treat Personal Information. When changes are made, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways in our discretion, such as through contact information you have provided. Any updated version of this Privacy Policy will be effective immediately upon the posting of the revised Privacy Policy unless otherwise specified. Your continued use of the Mobile Application or Services after the effective date of the revised Privacy Policy (or such other act specified at that time) will constitute your consent to those changes. However, we will not, without your consent, use your Personal Data in a manner materially different than what was stated at the time your Personal Data was collected.

## **Acceptance of this policy**

You acknowledge that you have read this Policy and agree to all its terms and conditions. By using the Mobile Application or its Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to use or access the Mobile Application and its Services.

## **Contacting us**



If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to individual rights and your Personal Information, you may send an email to [hailmaster@soft-edge.com](mailto:hailmaster@soft-edge.com)

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