

## **EG SMART REGULATIONS**

### **I Definitions used.**

1. **EG Smart** - energy infrastructure Monitoring system offered by the Seller using the Technical Device purchased from the Seller under the terms of these Regulations.
2. **Seller** - EG System spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered seat in Warsaw, 44 Domaniewska Street, 02 - 672 Warsaw, registered in the Register of Entrepreneurs of the National Court Register under number: 0000347100, Tax identification number (NIP): 5213552105, REGON: 142192802.
3. **Regulations** - these regulations setting out the principles for the use of EG Smart.
4. **Privacy Policy** - the document describing the purposes and means of processing personal data and the rights of data subjects.
5. **User** - an entity that enters into an agreement with the Seller for the provision of services electronically by registering a User Account. The User can be:
  - (a) an adult natural person with full legal capacity, conducting business on their own behalf,
  - (b) an unincorporated organizational unit that has legal capacity under separate legislation or
  - (c) a legal entity;By registering a User Account in the name and on behalf of the entity specified in Section 1.5(a), the User declares that he/she is authorized to enter into the agreements specified in the Regulations in the name and on behalf of such entity and that he/she has all legally required consents.
6. **Buyer** - a User entering into an agreement with the Seller for the purchase of Goods or provision of services under the terms of these Regulations;
7. **Consumer** - a Buyer who is a natural person entering into an agreement with the Seller for purposes not directly related to their business or professional activity, or a natural person who enters into an agreement directly related to their business activity when the content of the agreement indicates that it is not of a professional nature for that person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity;
8. **Personal data controller** - an entity that decides on the purposes and means of data processing. The controller of Users' personal data is the Seller.
9. **Goods** - all physical products available for purchase from EG Smart,
10. **Warranty** - a voluntary statement regarding the quality of the Goods made by the

Guarantor. Specifies the obligations of the Guarantor and the rights of the Buyer in case the sold Goods do not have the properties specified in the warranty statement,

11. **Guarantor** - the entrepreneur who made the guarantee statement,
12. **User Account** - a service provided electronically by the Seller to the Users. The Buyer registers by providing correct data in the registration form and activating the User Account.
13. **Technical device** - a device used to continuously monitor the performance parameters of power equipment,
14. **Monitoring** - a service consisting in continuous monitoring of selected by the Buyer performance parameters of the power equipment indicated by the Buyer, by means of appropriate Technical Devices, and sending notifications to the Buyer about changes in these parameters that may signal irregularities in the operation of the power equipment. The detailed scope and manner in which the Seller provides the service depends on the service plan selected by the Buyer,
15. **SMS notifications** - an optional service, consisting in sending to the Buyer by the Seller notifications about changes in the performance parameters of the energy devices indicated by the Buyer, which may signal irregularities in the functioning of these energy devices, in the form of text messages (SMS) to the phone number indicated by the Buyer in the User Account,
16. **Seller's Price List for Services** - a list of current prices for services provided by the Seller. The price list is an integral part of the Regulations.

## II General provisions

1. EG Smart available at: <https://egsmart.pl> is operated by the Seller. The Seller's electronic contact address is as follows :[smart@egsystem.pl](mailto:smart@egsystem.pl)
2. The Controller of personal data processed in connection with the implementation of the provisions of the Regulations is the Seller. Personal data are processed for the purposes, to the extent and based on the principles indicated in the privacy policy published on the <https://www.egsystem.pl/privacy-policy> website.
3. The provision of personal data is voluntary.
4. The prices listed by the Seller are expressed in Polish zloty (PLN) and are gross prices.
5. The Seller is a VAT payer entitled to issue VAT invoices.
6. Orders placed by Buyers shall be processed in accordance with the prices in force on the date of placing the Order, as published on EG Smart's website and in the Seller's Price List for Services, subject to the exceptions provided for in these Regulations.

7. The Buyer is obliged to use the Goods and Services offered by the Seller in a manner consistent with the laws in force on the territory of the Republic of Poland and in accordance with the provisions of these Regulations.
8. The Buyer is obliged to familiarize himself/herself with the technical requirements necessary to use the Goods or Services offered by the Seller.

### **III EG Smart Registration**

1. Creating a User Account is voluntary, however, required in order to purchase Goods or Services.
2. The account allows the use of features dedicated to Users and Buyers.
3. The following information is required during User Account registration:
  - a) e-mail address (login ID),
  - b) password,
  - c) NIP (Tax Identification Number)
  - d) phone number,
  - e) customer (User) category,
  - f) statement of having read and agreed to the terms and conditions of the Regulations,
  - g) statement on familiarizing with the rules governing the processing of personal data and consent to the processing of personal data for marketing purposes necessary for the use of the EG Smart service (SMS and e-mail notifications).
  - g) statement on familiarizing with the rules governing the processing of personal data and consent to the processing of personal data for the purposes and to the extent set out in the Privacy Policy.
4. Upon correct completion of the registration form, the User will receive a message sent to the email address he/she has indicated, along with the User Account activation link. By clicking on the activation link the User agrees to register and activate the User Account.
5. The User undertakes not to disclose the login data for the User's account to third parties.
6. The User has the right to terminate the agreement with the Seller for the provision of services by electronic means by independently deleting the Account by submitting an instruction to delete it or by submitting a request to the Seller to delete the User Account. In the event of a User Account deletion request submitted to the Seller, the agreement shall be terminated after a notice period of 7 days.
7. The Seller has the right to terminate the agreement for the provision of electronic services within the scope of the User Account in case of the User's violation of the generally applicable laws or the provisions of these Regulations. To this end, the Seller

will notify the User by e-mail to the address provided by the User during registration, within 7 days before the planned date of deletion of the User Account, stating the reason for the deletion of the User Account.

#### **IV. Conclusion of the EG Smart agreement (agreement for the sale of Goods and the Monitoring service provision agreement)**

1. In order to use EG Smart, the User enters with the Seller into the agreement for the purchase of Goods in the form of the corresponding Technical Device and the agreement for the provision of Monitoring services according to the selected service plan.
2. Prior to the conclusion of agreements referred to in Section IV.1 of the Regulations, the User may send an inquiry to the Seller, among others, via the relevant function of the User Account available in the "EG Smart Add EG Smart" tab. After sending the request, the User will be contacted by a representative of the Seller to check the technical conditions for the installation of the Technical Device and discuss the technical details of the installation. The consultation is free of charge and recommended in each case.
3. The detailed scope and manner of EG Smart's services are each time determined by the offer selected by the Buyer, available in the "EG Smart Dodaj EG Smart - Przejdź do zamówienia" [EG Smart Add EG Smart - Go to order] tab.
4. The Buyer enters with the Seller into the agreement for the purchase of Goods and the Monitoring service provision agreement under the terms and conditions of the accepted offer and these Regulations by selecting the "Zamawiam i Płacę z PayU" [Order and Pay with PayU] option available in the "EG Smart Add EG Smart" tab after selecting an offer from the "Przejdź do zamówienia" [Go to order] tab panel and confirming therein the scope of the order. In order to enter into the agreements, the Buyer must declare that he/she is familiar with the content of the Regulations, PayU Terms and Conditions and the rules for processing personal data, and that he/she agrees to enter into the agreement under these conditions.
5. Each EG Smart agreement is for the purchase of a single Technical Device and the provision of the Monitoring service related to its operation.
6. The Seller shall send to the Buyer a confirmation of the conclusion of each EG Smart agreement in the form of an e-mail message to the address indicated by the Buyer in his/her User Account.
7. Ownership rights for the Goods in the form of Technical Devices shall be transferred to the Buyer upon the cumulative fulfillment of the following conditions:
  - a) installation of Technical Devices,
  - b) signing the Technical Devices acceptance protocol by the Buyer,

- c) payment by the Buyer for the Technical Devices.
8. After purchasing the Technical Device, the Buyer fills out a form indicating the location of its installation and the technical conditions of the monitored energy infrastructure using the following:
  - a) Drawing showing the exact location of the installation site, the 230V power outlet and the location of the transformer connection terminals,
  - b) As-built documentation of the station / installation,
  - c) Operation and maintenance manual of devices,
  - d) Data sheets for current and voltage transformers.
9. The Monitoring service agreement is concluded for a fixed period of 12 months, calculated from the date of installation of the Technical Device by the Seller in the Buyer's energy infrastructure. When entering into the Monitoring service provision agreement, the Buyer decides whether after the agreement term it becomes automatically:
  - a) extended indefinitely,
  - b) expired.
10. In the case of automatic renewal of the Monitoring service provision agreement, the prices resulting from the Seller's Price List for Services, in effect on the date of renewal, shall apply thereto.

## **V. SMS Notification Service**

1. If the SMS Notification service is purchased, the Seller will send the Buyer notifications about changes in the performance parameters of the energy devices indicated by the Buyer, which may signal irregularities in the operation of such energy devices, also in the form of text messages (SMS) to the phone number specified by the Buyer in the User Account (in addition to notifications sent as standard in the form of e-mails).
2. The Buyer chooses the size of the SMS bundle according to his/her preference. The purchased bundle remains valid until the number of SMS notifications purchased as a bundle is exhausted.
3. The Buyer specifies his/her preferences regarding the situation and frequency of receiving SMS Notifications in the "Alert Settings" tab available in the settings of the Technical Device of the User Account.
4. Once the number of SMS Notifications purchased as a bundle is exhausted, the SMS Notification service is automatically renewed according to the last SMS bundle selected by the Buyer.
5. The payment for the SMS Notification service is made on a recurring basis at the time of automatic renewal, in accordance with the terms set forth in Section VI of these Regulations.

6. The Buyer has the right to cancel the SMS Notification service at any time. If the Buyer decides to cancel the SMS Notifications, they will be deactivated after the purchased bundle is exhausted.

## **VI. Payments.**

1. The purchased Goods shall be paid by the Buyer by means of a transfer using the PayU system.
2. After concluding the Monitoring service or SMS Notification service provision agreement, the Buyer will be required to provide payment or credit card information and submit a statement regarding the right to use the card. If more than one payment or credit card is entered, the Buyer will be required to select the active card that will be used to settle payments for services.
3. The payment for the Monitoring service and the SMS Notification service is on a recurring basis and is processed through the PayU system. The Buyer is required to submit a declaration of unequivocal consent to the Seller's cyclical collection of dues for the provision of the Monitoring service or the SMS Notification service, in the amount resulting from the content of the applicable Monitoring service or SMS Notification service provision agreement. Payment will be calculated from the date of the start of the Monitoring service provided by the Seller.
4. Unless otherwise stipulated in the agreement, the billing period for the Monitoring service is the calendar month.
5. The payment for the maintenance inspection of the Technical Devices, referred to in Section IV.9 of the Regulations, is cyclical in nature and is made through the PayU system. The Buyer is required to submit a declaration of unequivocal consent to the Seller's cyclical collection of dues for the provision of the maintenance inspection service of Technical Devices, in the amount resulting from the Seller's Price List for Services. The payment for the maintenance inspection service of Technical Devices shall be made in the first month following each 12-month period of Monitoring service provision.
6. Unless otherwise stipulated in the agreement, the billing period for the maintenance inspection service is the calendar month.
7. The Buyer agrees to ensure that there are sufficient funds in the account associated with the debit or credit card provided by the Buyer throughout the term of the Monitoring service agreement.
8. The Seller shall provide the Buyer with the following information on the payment page:
  - a) a brief description of the recurring payment or a unique identifier to identify the recurring payment on the payment page,
  - b) the expiration date of the recurring payment and the automatic debit of the payment

instrument,

c) total price or remuneration including all payments for the settlement period, and if

(i) the recurring payment provides for a fixed rate - also the total monthly payments

(ii) an objective assessment of the nature of the services provided does not allow the price or remuneration to be calculated - the information on the payment calculation method.

9. In case of authorization refusal and payment cancellation, a repeated attempt to charge the Buyer's card will be made once (1) a day for the next 14 days.
10. The Buyer has the right to submit a complaint to the Seller regarding recurring payments, which will be considered by the Seller within the time limit and under the rules provided for complaints.

## **VII. EG Smart order processing and the provision of the Monitoring service**

1. The Seller shall deliver the Goods to the Buyer and install them in the place indicated by the Buyer that allows for proper installation, in accordance with the guidelines contained in the instructions for the Technical Devices, within 90 days from the receipt of payment for the purchased Goods and the provision by the Buyer of the data necessary for the initial configuration of the software used to run the Monitoring service.
2. The delivery and the installation of the purchased Goods as well as the initial configuration of the software used to run the Monitoring service are provided by the Seller free of charge. In the event that the installation of the Technical Device cannot be carried out within the prescribed period for reasons attributable to the Buyer, each subsequent attempt will be made by the Seller for a fee, in accordance with the tariff set out in the Seller's Price List for Services.
3. If the Buyer, who is a Consumer, requests the start of the provision of the Monitoring service before the expiry of the period for withdrawal from an agreement concluded at a distance, referred to in Sections IX - XII of the Regulations, he/she shall be obliged to make a clear statement to the Seller containing such a request on a durable medium. The Consumer has the right to make such a request by sending an e-mail from the e-mail address indicated during the registration of the User Account to the e-mail address of the Seller: [info@egsmart.pl](mailto:info@egsmart.pl) .
4. The Buyer is obliged to provide immediate access to the monitored devices at each request of the Seller and to undertake other forms of cooperation as the Seller may require for the proper implementation of the Monitoring service.
5. The maintenance inspection of Technical Devices will be carried out by the Seller as soon as the payment for this service is received, no later than 60 days from the date of

receipt of payment. The Buyer is obliged to sign the maintenance inspection final report. A maintenance inspection certificate shall be issued by the Seller to the Buyer upon completion of the inspection.

6. The Seller shall not be liable for any damages arising on the part of the Buyer as a result of tampering with the Technical Devices used for running the Monitoring service or changes to the software configuration made by an entity other than the Seller.
7. The Seller does not assume any responsibility for the proper operation of the Buyer's monitored power equipment, as well as for the network performance, systems and ICT devices through which the Buyer is to receive notifications regarding the performance parameters of the monitored power equipment, including the cellular network, e-mail servers and end devices such as smartphones, tablets or personal computers.
8. In the event that the Monitoring service provision agreement continues beyond the 12-month period, the Buyer agrees to provide the Seller with access to the Technical Devices used for the Monitoring service for the purpose of performing a maintenance inspection within the first month following each 12-month period of the Monitoring service provision.

### **VIII. Monitoring service provision agreement termination**

1. The Monitoring service provision agreement, concluded for a definite period of time, may be terminated by the Seller or the Buyer only for valid reasons, meaning those specified in the Regulations.
2. The Monitoring service agreement, concluded for an indefinite period of time, may be terminated by the Seller or the Buyer at any time with one month's notice. The notice of termination may be delivered to the other party by electronic mail (e-mail) and takes effect at the end of the calendar month in which it was submitted.
3. The Seller has the right to terminate the Monitoring service agreement concluded for a definite period with one month's notice. The notice of termination may be delivered to the other party by electronic mail (e-mail) and takes effect at the end of the calendar month in which it was submitted. Termination may only occur for valid reasons, in particular:
  - a) if the Buyer is in default with the payment of the remuneration for more than 14 calendar days from the due date of such remuneration,
  - b) if the Buyer has grossly violated the provisions of the Monitoring service agreement or other provisions of the Regulations.
4. The Buyer has the right to terminate the Monitoring service agreement concluded for a definite period with one month's notice. The notice of termination may be delivered to the other party by electronic mail (e-mail) and takes effect at the end of the calendar month in which it was submitted. Termination may only occur for valid reasons, in



particular:

- a) in the event of an interruption in the provision of the Monitoring service for reasons attributable to the Seller that exceeds 14 days,
- b) if the Seller has grossly violated the provisions of the Monitoring service agreement or other provisions of the Regulations.

## **IX. Right of withdrawal from an agreement concluded at a distance**

1. The Consumer has the right to withdraw from an agreement concluded at a distance without giving a reason and without incurring costs.
2. Exceptions to withdrawal from an agreement are indicated further in the Regulations, i.e., exceptions excluding the right of withdrawal from an agreement concluded at a distance.
3. The period for withdrawing from the agreement concluded at a distance is 14 days from the moment the Consumer takes possession of the Goods.
4. In order to meet the deadline for withdrawal from the agreement, it is sufficient to send a notice of withdrawal from the agreement to the Seller's e-mail address: [\*\*info@egsmart.pl\*\*](mailto:info@egsmart.pl) before its expiration.
5. When submitting a statement of withdrawal from the agreement, the Consumer may use the model Form of withdrawal from the agreement, provided by the Seller or use Appendix No. 2 to the Act of May 30, 2014 on Consumer Rights. The form template is available at: (link)
6. The Consumer may also draw up an independent statement of withdrawal, however, the following are required:
  1. identification and address data of the Consumer,
  2. the name or symbol of the returned Goods,
  3. the date of receipt of the Goods by the Consumer,
  4. bank account number or other means of reimbursement of the Goods by the Seller.
7. The Seller shall immediately send the Consumer an acknowledgement of receipt of the withdrawal notice.
8. If the Consumer sends a withdrawal notice by regular mail, the date of mailing the postal correspondence will be used to determine compliance with the 14-day withdrawal period.
9. In the event of withdrawal, the agreement shall be deemed not to have been concluded.
10. If the Consumer exercises the right of withdrawal from the Monitoring service agreement or the SMS Notification service agreement after making an express request for the commencement of the Monitoring service or the SMS Notification service prior to the expiration of the period for withdrawal from the agreement concluded at a

distance, he/she is obliged to pay for the provision of such service that has been carried out until the withdrawal from the agreement. The amount to be paid shall be calculated in proportion to the scope of the provided service (the period of actual provision of the Monitoring service or the SMS Notification service), taking into account the remuneration for the provision of the Monitoring service, according to the Seller's Price List for Services.

#### **X. Exceptions excluding the right of withdrawal from an agreement concluded at a distance**

1. The right of withdrawal from an agreement concluded at a distance does not apply to the Consumer with respect to agreements:
  - a) related to the purchase of a Technical Device after its installation by the Seller in the Consumer's energy infrastructure and at the Consumer's express request,
  - b) in which the Consumer has specifically requested a visit from the Seller for the purpose of carrying out urgent repairs or maintenance; if the Seller provides services in addition to those specifically requested by the Consumer or supplies goods other than replacement parts necessary for carrying out the repairs or maintenance, the Consumer's right of withdrawal shall apply to those additional services or goods;
2. Prior to the installation of a Technical Device in the Consumer's energy infrastructure, the Consumer is obliged to make a declaration of awareness of the loss of the right to withdraw from the agreement for the purchase of a Technical Device after the installation and the request for its installation. The declaration should be sent to the Seller using a durable medium (i.e., at least in the form of an email sent to the Seller's email address: [info@egsmart.pl](mailto:info@egsmart.pl) from the email address registered as part of the User Account.

#### **XI Refund and return of Goods in case of withdrawal from an agreement concluded at a distance**

1. If the Consumer withdraws from the agreement concluded at a distance, the Seller shall return the funds paid by the Consumer, within 14 days of receiving the agreement withdrawal notice, using the same method of payment used by the Consumer, unless the Consumer agrees to another method of reimbursement that does not involve additional costs.
2. Unless the Seller has offered to collect the Goods themselves, they may withhold the reimbursement of the payments received from the Consumer until they have received the goods back or until the Consumer has supplied evidence of having sent back the goods, whichever event is the earliest.

3. The Consumer should return the Goods immediately, but no later than within 14 days from the date of withdrawal from the agreement, unless the Seller has offered to collect the item themselves. To meet the deadline, it is sufficient to send back the goods before the expiry of this period. Returns should be made to the Seller's registered address. The Goods refund costs shall be borne by the Consumer under the terms of Section XI of these Regulations.
4. The Consumer shall be liable for any diminution in the value of the Goods resulting from the use of the Goods beyond what is necessary to ascertain the nature, characteristics and functioning of the Goods.

## **XII. Reimbursement of delivery costs**

1. A consumer who has withdrawn from an agreement concluded at a distance, in accordance with the procedure described in Sections IX - XII of the Regulations, shall not bear the cost of returning the Goods in excess of the usual cost of returning the Goods to the Seller.
2. The usual cost of shipping the Goods to the Seller is the cost of packaging for shipment and shipping charges.

## **XIII. Warranty**

1. The Goods offered by the Seller may be covered by a warranty, provided by the Guarantor, who is the manufacturer, importer or distributor of the Goods.
2. The warranty period and the scope of the Guarantor's liability are specified in the warranty statement, made available in the warranty document or on the Guarantor's website.
3. The Seller is not the Guarantor. The Buyer shall exercise warranty rights on its own and against the entity that is the Guarantor.
4. The Seller shall provide the Buyer with all information about the entity that is the Guarantor of the Goods in question during the installation of the Technical Device or at a later time and upon the Buyer's request.

## **XIV. Rules for complaints (warranty and recurring payments)**

1. The Consumer has the right to file a complaint under the warranty, within 2 years from the date of Goods' delivery, in connection with the revealed physical defect (non-conformity of the Goods with the agreement) or legal defect.
2. The Consumer may make a warranty claim to the Seller within one year from the date of discovery of the defect.
3. All Consumer complaints should be made in writing to the address of the Seller's

registered office.

4. The Seller will consider the complaint within 14 days of receipt by sending a response to the mailing address provided by the Consumer.
5. The complaint should include at least:
  - a) the first and last name, address, postal code,
  - b) the name of the purchased Goods,
  - c) a concise description of the complaint (indicating the discovered defect of the Goods),
  - d) the date on which the defect in the Goods was discovered,
  - e) the claim description,
  - f) confirmation of the purchase from the Seller (depending on the circumstances, the following may be provided: proof of purchase, order number, payment confirmation, etc.)
6. The Seller will reimburse the Consumer for the cost of returning the defective Goods immediately after the warranty claim has been processed.
7. The Seller's liability under warranty with respect to a Buyer who is not a Consumer is excluded.
8. The provisions of Section XIV.3 - 4 of the Regulations shall apply mutatis mutandis to the Buyer's complaint related to recurring payment. The recurring payment complaint should include at least:
  - a) the first and last name, address, postal code,
  - b) the description of the recurring payment to which the claim relates, along with confirmation of the payment,
  - c) a concise description of the complaint (indicating the reason or basis for the complaint),
  - d) the date on which the grounds or the basis for the complaint were discovered,
  - e) the claim description.

## **XV. Personal data protection.**

1. The Controller of the personal data provided when using the EG Smart website or system is the Seller.
2. The rules of data processing and the rights of Users in connection with the General Data Protection Regulation (GDPR) are contained in the Privacy Policy available at: **(link to privacy policy)**.
3. The provision of data is voluntary, however, it is necessary for the purpose of providing electronic services and the performance of the sales agreement, or the processing of complaints.
4. The purposes and scope of data processing, the entities to whom the data will be

transferred, as well as the rights of data subjects are described in the Privacy Policy.

#### **XVI. Technical requirements necessary to use EG Smart**

1. In order to use EG Smart, it is necessary for the User to have:
  - a. a device with Internet access (computer, tablet, phone);
  - b. a properly configured Internet browser that supports cookies - Internet Explorer, Opera, Mozilla Firefox, Safari, Google Chrome (recommended Mozilla Firefox version minimum 24.0, Opera version 10 and above, Google Chrome version 28.0 or later or MS Internet Explorer version minimum 8.0 or later), which offers cookie and Javascript support. It is acceptable to use other versions of web browsers if they provide full compatibility with the versions listed above.
  - c. an active and properly configured e-mail account that allows the User to receive e-mail messages.
2. For the safety of the use of EG Smart, it is recommended that the device used by the User has, in particular:
  - a. an up-to-date antivirus system,
  - b. an effective firewall,
  - c. installed security-related system and web browser updates,
  - d. an enabled web browser feature that accepts cookies and Java Script,
  - e. a software capable of opening .PDF/.DOC/.DOCX/.XLS/.XLSX/.JPG/.PNG files
3. The Seller is not be responsible for the User's failure to comply with the technical requirements above-mentioned necessary for the operation of the information and communication system used by the User. In particular, in cases where the User has misconfigured the email account or has not configured it at all, which prevents the exchange of email messages between the User and the Seller.

#### **XVII. Final Provisions**

1. In matters not covered by these Regulations, the relevant generally applicable provisions of Polish law, in particular the Civil Code, shall apply.
2. The competent court for disputes arising from a sales agreement, the Monitoring service agreement or the electronic service agreement shall be the court having jurisdiction over the defendant's registered office. In addition, the Consumer has the right to bring an action under the rules of territorial jurisdiction.
3. The Consumer also has the right to refer the dispute to an entity authorized to settle consumer disputes out of court in accordance with the Law on Out-of-Court Resolution of Consumer Disputes (Journal of Laws 2016.1823 of 2016.11.09) without prejudice to the possibility of bringing an action before a common court.
4. The User has the right to access the Regulations free of charge at any time on the EG

Smart website and make a printout.

5. These Regulations shall come into force on the date of their publication on the Seller's website.
6. The Seller reserves the right to amend these Regulations.
7. The new or amended Regulations shall come into force 14 days after publication on the Seller's website.
8. The Seller's Price List for Services, available at: **[https://egsmart.pl/download/Vendor's price list of services EG System pl.pdf](https://egsmart.pl/download/Vendor's_price_list_of_services_EG_System_pl.pdf)**, constitutes an integral part of these Regulations.
9. The Seller will notify the User of any change in the Regulations by e-mail to the address indicated by the User. If the User does not terminate the agreement for the provision of electronic services within 14 days from the date of receipt of the information on changes in the Regulations, the User shall be deemed to have accepted the changes in the Regulations.