



ONLINE SHOP TERMS AND CONDITIONS

§ 1

1. The online shop available at www.rsqmotion.com is run by RSQ Technologies Spółka z ograniczoną odpowiedzialnością with registered office in Poznań, at ul. 27 Grudnia 3, post code 61 - 737 Poznań, registered in the Poznań - Nowe Miasto i Wilda District Court in Poznań, 8th Commercial Division of the National Court Register, under KRS no. 0000646704, Tax Identification Number (NIP): 7831749566, Statistical Number (REGON): 365856095 with share capital of PLN 11 200, hereinafter referred to as the "**Seller**".
2. The e-mail address of the Seller is support@rsqmotion.com
3. The telephone number of the Seller is +48 535 135 495, +48 535 495 839., available between 8.00 AM and 8.00 PM.
4. These Terms and Conditions are addressed both to Consumers and Entrepreneurs (hereinafter jointly referred to as the Client) using the Shop and set out, in particular:
 - a. rules for registering and using the Shop
 - b. rules for placing Client's orders
 - c. rules and procedure for concluding Contracts with the Client through the Shop.
 - d. rules and procedure for returning Products.

§ 2

The following terms used in the Terms and Conditions have the following meaning:

1. **Controller** – the entity which determines the purposes and means of processing of personal data;
2. **Personal Data** – any information that relates to an identified or identifiable natural person, especially by reference to an identifier such as a name, an identification number, location data, an online identifier or one of several special characteristics expressing the physical, physiological, genetic, mental, commercial, cultural or social identity of this natural person;
3. **Order Form** – an interactive form available in the Shop enabling placing the of an Order, in particular by adding Products to the Basket and specifying the terms of the Contract of Sale, especially the method of delivery and payment;
4. **Client** – a natural person having full capacity to perform acts in law, a legal entity or another entity without legal personality using the services or purchasing Products through www.rsqmotion.com;
5. **Consumer** – the Client in the meaning of Article 22¹ of the Civil Code;
6. **Cart** – an element of the Shop showing the type and quantity of the Products chosen by the Client;
7. **Product** – every object sold in the Shop ;
8. **Entrepreneur** – the Client being the entrepreneur in the meaning of Article 43¹of the Civil Code;
9. **Shop** – the online shop run by the Seller at <https://www.rsqmotion.com/>;
10. **Terms and Conditions** – these terms and conditions of the Shop,



11. **Contract / Contract of Sale** – a contract of sale of a Product concluded at a distance between the Client and the Seller, through the Shop, without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication,
12. **Order** – a statement of will of the Client made with the use of the Order Form and directly aimed at concluding the Contract of Sale of a Product or Products with the Seller.

§ 3

In order to be able to use the Shop, including browsing through the Shop's assortment and placing Orders, the Client needs to have:

1. a terminal device with Internet access and a web browser (recommended browsers Chrome, Firefox, Safari, we also support Opera, Edge), we recommend that you use the most recent versions of the web browsers;
2. an active e-mail account,
3. cookies enabled,

§ 4

1. The Seller is not liable for disruptions in the functioning of the Shop caused by force majeure, illegal actions of third parties or Client's failure to meet the technical requirements set out in § 3 above.
2. The prices quoted in the Shop are in PLN. The description of the Product includes gross prices (including VAT).
3. The final amount to be paid by the Client consists of the gross price for the Product and the cost of delivery, about which the Client is informed in the "FAQ" section of the website, in the summary of the Order after completion of the Order Form, as well as in the e-mail sent to the e-mail address given by the Client constituting a confirmation of Order acceptance.
4. The description of the Products available in the Shop includes information about the expected Order processing time.
5. The Order processing time may be extended for reasons not attributable to the Seller, e.g. a natural disaster, strike, war, sanitary restrictions affecting timely production and the supply chain), about which the Client will be informed 7 days in advance in an e-mail sent to the Client's e-mail address provided in the Order Form. In a response to the above e-mail the Client may cancel the Order while having the costs returned, consent to the extended Order processing time or to partial Order execution, if the delay concerns only a part of the Order. Lack of any Client's response to the Seller's e-mail within 7 days of its receipt means the Client's consent to the extended Order processing time specified by the Seller. In the case of an extended Order processing time, a Consumer and a natural person who concludes a contract directly related to their business, when the contract states that it does not have professional nature for them, retain the right to withdraw from the contract pursuant to the provisions of § 9 of these Terms and Conditions.



6. Client's placement of content which is illegal, in particular insulting, misleading, infringing on copyright, as well as aimed at causing disruptions in the functioning of the Shop or damage to the computer systems, on the websites of the Shop or in the e-mails sent to the Seller is prohibited.

§ 5

To place an Order you need to:

1. select the Product to be ordered and click on "Pre-order" and "Add to Cart",
2. click on "Cart" and then "Continue to Checkout"
3. complete the Order Form by adding the following data:
 - a. name / company name
 - b. delivery address
 - c. e-mail
 - d. phone number
 - e. payment card data
 - f. NIP no. – if you want the Seller to issue a VAT invoice,
 - g. invoice details, if they differ from the details of the recipient of the Order.
4. click on "Pay", which is equivalent to the Client making a statement on their will to be bound by the Contract of Sale.
5. pay for the Order without delay.

§ 6

1. The Client may choose one the following methods of delivery and collection of the ordered Product:
 - a. courier shipment,
 - b. personal collection available at: ul. 27 Grudnia 3, 61-737 Poznań
2. The Client may use the following methods of payment:
 - a. payment by debit or credit card .
3. Detailed information about the methods and costs of delivery and acceptable methods of payment are available in the "FAQ" section on the website of the Shop.

§ 7

1. The descriptions and photos of the Products with their prices visible on the website of the Shop do not constitute an offer in the meaning of the provisions of the Civil Code, but are only an invitation to conclude a Contract of Sale, pursuant to Article 71 of the Civil Code.
2. The Contract of Sale is concluded between the Client and the Seller after the Client has previously placed an Order with the Shop in the manner set out in § 6 of the Terms and Conditions and the Seller has subsequently sent information about its acceptance and the



expected Order processing time in the form of an e-mail sent to the Client's e-mail address provided in the Order Form.

3. Advance payment invoices and final invoices will be sent to the e-mail address given by the Client in the Order Form.
4. The Client is obliged to enter valid payment card data in the Order Form or else the Order will not be placed.
5. Time of delivery of the Products is calculated from the date on which the Order is assembled and passed on to a third party for shipment.
6. If the Client selects personal collection of the Product, the Product will be ready for collection by the Client within the time limit specified in the Product description. The Seller will additionally inform the Client that the Product is ready for collection by sending an e-mail to the Client's e-mail address provided during Order placement.
7. The place of accomplishment of performance is the place indicated by the Client in the Order Form as the delivery address for the Products or in the case of selection of personal collection – the registered office of the Seller.
8. Products are delivered within the territory of the European Economic Area only.
9. Products are delivered to the Client free of charge.
10. Personal collection of the Products by the Client is free of charge.

§ 8

1. A Consumer and a natural person who concludes a contract directly related to their business, when the contract states that it does not have professional nature for them, may withdraw from the contract without justification by making a statement of will within 14 (fourteen) calendar days following the date on which the Consumer or a third party other than the carrier indicated by them takes possession of the item.
2. In the event of withdrawal from the contract, the contract is considered as not concluded and the party withdrawing from it is discharged from all obligations. Performance provided by the parties is subject to return. The return should take place immediately, but not later than within fourteen days of the date of withdrawal from the contract.
3. The party withdrawing from the contract is liable for the decrease in the value of the goods resulting from their use in a manner which exceeds the scope of use necessary to determine their nature, features and working order.
4. The statement on withdrawal from the Contract is to be sent by post in hard copy to the address referred to in § 1 point 1 or by e-mail to: support@rsqmotion.com, or is to be provided during a phone call to +48 534 154 906. The statement may be sent using the Statement on withdrawal from the contract form, which is attached to this Contract of Sale as Appendix no. 1.
5. Consequences of withdrawal from the Contract:
 - a. In the case of withdrawal from a Contract concluded at a distance the Contract is considered as not concluded.
 - b. In the event of withdrawal from the Contract the Seller immediately, but not later than within 14 days of receipt of the Consumer's statement on withdrawal from the Contract, returns to the Consumer all payments made by the latter,



including costs of delivery of the item, except for additional costs resulting from the method of delivery selected by the Consumer other than the cheapest ordinary method of delivery offered by the Seller.

- c. The Seller will return the payment using the same methods of payment as the ones used by the Consumer in the course of the initial transaction, unless the Consumer has expressly consented to another solution which will not involve any costs on their part.
 - d. The Seller may suspend the return of the payment by the time they get the Product back or are provided with a confirmation of it having been sent back, whichever occurs earlier.
 - e. The Consumer should send the Product back to the address of the Seller indicated in these Terms and Conditions immediately, but not later than within 14 days of informing the Seller about withdrawal from the Contract. The deadline will be met, if the Consumer sends the Product back before the lapse of 14 days.
 - f. The Consumer pays direct costs of Product return, if due to its nature such a Product could not have been sent by post following the standard procedure.
 - g. The Consumer is only liable for the decrease in the value of the Product resulting from its use in a manner other than was necessary to determine the nature, features and working order of the Product.
6. An entrepreneur has the right to withdraw from the contract on general terms set out in the Civil Code, subject to § 4 clause 5 of these Terms and Conditions.

§ 9

1. The Products offered by RSQ are original, new and free from defects.
2. If the delivered Product or service has a physical or a legal defect, the Client has the right to file a complaint with a specified request for:
 - a. a price reduction or withdrawal from the contract, unless RSQ replaces the defective item with a one free from defects or removes the defect immediately and without excessive inconvenience to the Client. If the Client is a consumer or a natural person who concludes a contract directly related to their business, when the contract states that it does not have professional nature for them, instead of the defect removal proposed by RSQ, they may request replacement of the item with a defect-free one or instead of item replacement request defect removal, unless it is impossible to make the item comply with the contract in the manner chosen by the said Client or it would require excessive costs as compared to the manner proposed by RSQ;
 - b. item replacement with a one free from defects or defect removal. RSQ may refuse to comply with the Client's request, if it is impossible to make the defective item comply with the contract in the manner chosen by the Client or it would require excessive costs as compared to the other manner ensuring compliance with the contract. If the Client is an entrepreneur other than a natural person concluding a contract directly related to their business, when the contract states that it does not have professional nature for them, RSQ may refuse to replace the item with a defect-free one or remove the defect also when the costs of complying with this obligation exceed the price of the item.



3. The Client has the right to file a complaint by sending a complaint notification within 14 days of the date of occurrence of the circumstances subject to the complaint by e-mail to: support@rsqtechnologies.com or in hard copy to the address indicated in point I.1, or make the complaint by phone calling to the number referred to in § 1 point 3. The complaint should include:
 - a. name / company name,
 - b. address of residence or address of the company's registered office,
 - c. e-mail address,
 - d. description of the object of the complaint with specification of the period to which the complaint is related
 - e. circumstances justifying the filing of the complaint (description of the essence of the problem subject to the complaint), or features or functions that the Motion System or its parts lack, while it was supposed to have them according to the assurances made to the Client or the way in which it was presented to the Client.
4. RSQ Technologies sp. z o.o. handles the complaint within 30 calendar days of its receipt. RSQ Technologies sp. z o.o. will immediately inform the Client about the result of the complaint handling procedure to the e-mail address provided in the notification.
5. RSQ Motion or its individual parts should be placed in the original packaging with the ID number (identification number) on it; lack of the ID number on the Motion System which is returned or complained about prevents favourable consideration of the compliant or product return.
6. If the details or information provided in the complaint are incomplete and need to be supplemented – prior to examining the complaint, RSQ will request the Client to supplement the missing data.
7. Warranty
 - a. The Products are subject to a guarantee valid for 2 years following the date of receipt of the Order, covering appropriate structure, execution and materials used to produce them.
 - b. During the guarantee period we will repair or replace the defective product or all defective parts without any charges for labour and parts.
 - c. The guarantee does not cover any of the following:
 - i. Costs of transport and transport-related risk.
 - ii. Costs of repairs and defects caused as a result of repairs made by persons not authorised to carry out periodic inspections and maintenance works.
 - iii. Costs of repairs and defects caused as a result of wrong use not complying with the enclosed manual.
 - iv. Failures and wear and tear of accessories or fixing elements other than the main modules (RSQ Motion Sensor, RSQ Motion Clicker, RSQ Motion Hub, RSQ Motion Travel Case).
 - v. Costs resulting from complaint non-acceptance (if charged).
 - vi. All kinds of damage, including personal injuries caused by accidental or wrong use.
 - d. If the guarantee service is needed, please contact the seller from whom the product was purchased or RSQ Technologies directly. The address may be found on the packaging, in the product's manual or at a specialised seller. In case of any



problems with finding customer service, visit our website (www.rsqmotion.com) for contact details.

- e. Repair or replacement under guarantee does not result in extension or renewal of the guarantee period.
- f. The guarantee does not exclude, limit or suspend the rights of the purchaser arising from the provisions on the warranty for defects of a sold item.

§ 10

1. Detailed information on the Consumer's access to out-of-court complaint handing and redress procedures and the rules of access to these procedures are available in the offices and on the websites of district(municipal)consumer advocates, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:

http://www.uokik.gov.pl/spory_konsumentkie.php;

<http://www.uokik.gov.pl/sprawy Indywidualne.php>

http://www.uokik.gov.pl/wazne_adresy.php.

2. The Consumer has, for instance, the following options as regards out-of-court complaint handling and redress procedures:
 - a. The Consumer is entitled to apply to the permanent amicable consumer court referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to settle a dispute arising from the Contract concluded with the Seller.
 - b. The Consumer is entitled to apply to the provincial inspector of the Trade Inspection, pursuant to Article 36 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), to initiate mediation proceedings with regard to amicable settlement of the dispute between the Consumer and the Seller.
 - c. The Consumer may obtain free assistance in resolving a dispute between them and the Seller, also with the gratuitous help of a district(municipal)consumer advocate or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Polish Consumers Association).

§ 11

1. The controller of personal data of the Clients collected through the online Shop is the Seller. The data subject may contact the personal data controller:
 - a. in writing, to: ul. 27 Grudnia 3, 61-737 Poznań;
 - b. by phone, at: **+48 535 135 495, +48 535 495 839**



2. The personal data controller has appointed a Data Protection Officer who may be contacted in all matters concerning personal data processing and exercise of the rights related to data processing. The data subject may contact the Data Protection Officer:
 - a. in writing, to: ul. 27 Grudnia 3, 61-737 Poznań
 - b. by e-mail to: iod@rsqtechnologies.com
3. Personal data of the Clients collected by the controller through the online Shop is processed for the purpose of performance of the Contract of Sale, and if the Client consents to this – also for marketing purposes. Provision of personal data is voluntary, but failure to provide personal data necessary for conclusion of the Contract of Sale indicated in the Terms and Conditions results in conclusion of such a contract being impossible.
4. The legal basis for personal data processing is the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
 - a. for the purpose of providing services through the online Shop the legal basis is art. 6(1)(b) of the GDPR – processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
 - b. for the purpose of contacting Client and providing answers through the contact form in the online Shop the legal basis is art. 6(1)(a) of the GDPR – the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
 - c. for the marketing purposes the legal basis is art. 6(1)(a) of the GDPR – the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
 - d. for the purpose of complaint processing and defense of legal claims the legal basis is art. 6(1)(f) – processing is necessary for the purposes of the legitimate interests pursued by the Controller
5. The recipients of personal data of the Clients of the online Shop may be:
 - a. In the case of a Client who uses courier shipment as the method of delivery in the online Shop, the Controller makes the collected personal data of the Client available to the selected carrier or intermediary executing shipments at the request of the Controller.
 - b. In the case of a Client who uses electronic payments or payments with a payment card in the online Shop, the Controller makes the collected personal data of the Client available to the selected entity handling the above payments in the online Shop.
6. Therefore, the Client whose personal data is processed by the Controller has the following rights:
 - a. right to access their personal data,
 - b. right to request rectification, erasure or restriction of personal data processing,
 - c. right to object to data processing,
 - d. right to personal data portability,
 - e. right to intervene with the Controller or file a complaint with the President of the Personal Data Protection Office in relation to illegal processing of personal data,
 - f. right to withdraw their consent any time, not affecting legal compliance of actions taken before its withdrawal.
7. Client's personal data will be stored by the time of prescription of the claims under the Contract of Sale or by the time of expiry of the obligation of data retention arising from legal regulations. If a separate consent is given, personal data will be used for the purpose of



marketing the products and services offered by the Controller, by the time of withdrawal of the consent to the processing of data for this purpose.

8. Personal data may be transferred: to other Controllers based on the existing legislation and entities processing Personal data on the behalf of the Seller. Such entities may be: IT services providers, legal offices and consulting companies working with the Controller as well as other entities providing archive services.
9. Personal data may be transferred to an entity located in a 3rd country in case of using the IT services provided by such entities by the Controller or his service providers.

§ 12

1. Contracts concluded through the online Shop are in Polish.
2. The Seller reserves the right to change the Terms and Conditions for important reasons, namely due to: changes of legal regulations, changes of methods of payment and delivery – to the extent to which such changes affect implementation of these Terms and Conditions. The Seller will inform the Client about each such change at least 7 days in advance. In the case of lack of acceptance of the changes in the Terms and Conditions, a Consumer and a natural person who concludes a contract directly related to their business, when the contract states that it does not have professional nature for them, has the right to withdraw from the Contract of Sale on the terms set out in § 9 of these Terms and Conditions. In the case of an entrepreneur the time limit for submission of a statement on withdrawal from the contract is 7 days of having been informed about the content of the changed Terms and Conditions, the remaining provisions included in § 9 above apply respectively.
3. Any matters not regulated by these Terms and Conditions are governed by generally applicable provisions of Polish law, in particular: Civil Code; Act on the Provision of Electronic Services; Act on Consumer Rights, Act on Personal Data Protection.
4. Any disputes that may arise in connection with the performance of these Terms and Conditions shall be settled by the Polish court having territorial jurisdiction over the Seller's registered office or in case of a Client being a Consumer, the Polish court having territorial jurisdiction over the defendant's registered office or place of residence.
5. The Client has the right to use out-of-court means of complaint handling and redress. To this aim, they may file a complaint via the European ODR platform available at: <http://ec.europa.eu/consumers/odr/>.
6. These Terms and Conditions are also available in Polish. In case of any discrepancies in interpretation between the English and Polish versions of these Terms and Conditions the Polish version shall prevail.



Appendix no. 1

Statement on withdrawal from the Contract

(this form shall be filled in and sent to the Seller only if the Client wants to withdraw from the Contract of Sale)

Order no.:

Order date:

Invoice no.:

Full name:

Address:

.....

Phone Number:E-mail:

Please transfer the money to the following bank account number:

.....

Name of the Bank:

Product name:	Quantity:	Gross Price:

Additional comments:

.....

.....

I hereby acknowledge the terms and conditions of the withdrawal from the contract.

.....
(Client's signature)

This form should be sent to the following address: RSQ Technologies sp. z o.o., ul. 27 Grudnia 3, 61-737 Poznań or support@rsqmotion.com



Appendix no. 2

MOTION ANALYTICS LICENSE TERMS

§1

Capitalized terms used but not otherwise defined in this License Terms will have the following meaning:

1. **Documentation** – technical files related to Software including the installation and configuration manual;
2. **Licensee** – a natural person having full capacity to perform acts in law, a legal entity or another entity without legal personality purchasing the Software through www.rsqmotion.com;
3. **Licensor** – RSQ Technologies Spółka z ograniczoną odpowiedzialnością with registered office: ul. 27 Grudnia 3, 61 – 737 Poznań, registered in the Poznań – Nowe Miasto i Wilda District Court in Poznań, 8th Commercial Division of the National Court Register, under KRS no. 0000646704, Tax Identification Number (NIP): 7831749566, Statistical Number (REGON): 365856095 with share capital of PLN 11 200;
4. **Software** – software Motion Analytics, made by Licensor, which allows to read, graphically present and analyse data collected by RSQ Motion sensors, as well as the Software updates;
5. **License Terms** – these Motion Analytics License Terms.

All other capitalized terms will have the meaning ascribed to them in the Online Shop Terms and Conditions, to which these License Terms are an attachment and an integral part.

§2

1. The subject of the license is Software as well as Documentation.
2. RSQ guarantees that:
 - a. Software and its Documentation is made solely by RSQ and RSQ owns all right, title and interest in and to the Software;
 - b. there are no third parties who could submit a claim based on the infringement of their intellectual property rights to the Software or Documentation.
3. In case of submitting a claim by a third party regarding infringement of their intellectual property rights concerning normal usage of the Software by a Licensee, the Licensor will:
 - c. settle the above mentioned claim;
 - d. indemnify and hold the Licensee harmless against such liability;
 - e. cover their expenses and fees related to defense against such claims .
4. Licensee agrees to:



- a. immediately inform RSQ through e-mail or in writing about the claims submitted by a third party;
 - b. provide all information it has about the beforementioned claim;
 - c. will enable RSQ to defend itself against such claims and will not oppose reaching the agreement and the settlement of said claim.
5. RSQ has no liability and will not defend the Licensee regarding any third party claims based on the infringement of their intellectual property rights in case of breaching any provisions of this License Terms by the Licensee which refer to the scope of the granted license.
6. RSQ reserves all rights not expressly granted under these License Terms.
7. Unless otherwise provided by the Parties in writing Licensee shall not:
- a. modify, decompile, adapt and disassemble the Software;
 - b. reverse-engineer the Software;
 - c. create derivative works based upon the Software or its Documentation;
 - d. create a copy of the Software excluding the backup copy;
 - e. permit any other party to use the Software including: renting, leasing, lending, selling or sublicensing;
 - f. use the Software for purposes of benchmarking or developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Software or to create a similar product;
- insofar as the aforementioned restrictions are not expressly prohibited by law.
8. RSQ, provided that Licensee complies with the provisions of these License Terms grants the Licensee the non-transferable and non-exclusive license to use the Software and its Documentation without any territorial restrictions based on the following types of use known in the moment of accepting these License Terms by Licensee:
- a. recording, copying (for the purpose of creating backup copy only) and entering it into computer memory and making it available in computer networks;
 - b. transmission via computers (wide access network, Internet), including storing in the RAM memory;
 - c. using the Software according to its functionalities for the purpose of conducting business and professional activities by the Licensee;
 - d. saving in the memory of devices that are being used in connection with the Software including the internal and external memory, storage mediums, HDD/SDD discs, flash discs, SD cards, CDs, DVDs, other disc, in the cloud, on servers;
 - e. installing and launching on devices such as computers, mobile devices, servers, in the cloud, enabling to use the Software online;
9. The license is granted in exchange for the remuneration due to buying the Products through www.rsqmotion.com.
10. The license is granted for an undefined period of time, commencing on the day of the delivery of the Software and without limiting the number of users of the Software.