

REGULATIONS LENDING VASCO DEVICES

§1 GENERAL PROVISIONS

1. Vasco products are designed to perform automatic voice, text and image translations.
2. It is not allowed to use the Products in a manner inconsistent with their intended use and with these regulations.
3. The Lessee receives the device that was intended for rental purposes. This device is not a product intended for general sale. The imperfections arising during the rentals, minor visual defects and the software version used do not reflect the final quality of the Product.
4. In the event of an increased demand for Products, the number of products for rent may be limited. The Lessee will be informed about the limits at the time of concluding the loan agreement.

§2 ORGANIZATION OF COOPERATION

1. The handover and return of the Products requires the Parties to prepare a handover protocol.
2. To use the device, you must accept the Device Privacy Policy and End User License Agreement (EULA).
3. The Lessee declares that he has read the device manual and the commissioning manual and accepts their provisions.
4. Vasco is not responsible for interruptions and problems with the operation of Third Party Services or interruptions caused by circumstances for which Vasco cannot be held responsible.

§3 DECLARATIONS OF THE LESSEE

1. Lessee declares that he will not use the Products in a way that could lead to the disclosure of Vasco's business secrets or know-how. It is also forbidden to use the Products in a way that may infringe the legal interest and / or image of Vasco.
2. Lessee shall not take any repair, modernization, maintenance, servicing or any other actions that would interfere with the Product or its software.

3. Lessee undertakes not to take any actions detrimental to the image of the good name and reputation of Vasco or its Products both during the term of the lease and after its termination. The Lessee shall not take any steps to hide or change the markings of the device to other than Vasco's markings.
4. Lessee shall not publicly test, review and / or present the Products in such a way that third parties have access to this content (e.g. via the Internet) without the prior documented consent of Vasco.
5. In order to increase public awareness and achieve the common goal of the Parties which is to help refugees, the Lessee will inform about the campaign of lending Vasco devices on his communication channels and social media. All materials and guidelines will be agreed by the Parties by e-mail correspondence after the conclusion of the contract.
6. In accordance with point 5 above the Parties agree to share information about establishing cooperation in order to promote the Product rental campaign. In this regard, the Parties grant a mutually non-exclusive, unlimited territory and time license to use the name and logo of the Parties for the purpose of publishing information about establishing cooperation and promoting Vasco's actions in the Party's communication channels.
7. Lessee declares that, after the end of the contract, he agrees for Vasco to be contacted in order to collect information on how to use the Products, as well as to examine Lessee's satisfaction level. In this regard, Vasco is also entitled to collect diagnostic, static and device-related data in the scope described in the End User License and the Privacy Policy.

§4

RETURN OF THE DEVICE

1. In the event of termination of the Agreement, within three (3) days of its completion, the Lessee is obliged to secure and send the Products it has to Vasco to the following address:

**MAGAZYN VASCO ELECTRONICS
ul. Krakowska 23, 32-065 Krzeszowice**

2. Products will be returned in a condition that allows their further use of the Products. The devices may have traces of use, taking into account normal wear and tear of this type of devices.

§5

LIABILITY

1. In the event of failure to return on time, damage beyond normal wear and tear or loss of Products by Lessee, Vasco is entitled to charge the costs of repair or purchase of new Products. In each case of damage or loss of Products, Lessee is obliged to immediately notify Vasco of this fact

2. The Parties agree that the costs to be borne by Lessee, referred to in paragraph 4 above will not exceed the amount of PLN 750.00 for each lost or damaged device.
3. In case of problems with the devices, the Lessee may contact our Service directly at the following telephone number: +48 739 682 655 or +48 739 682 594, from Monday to Friday from 8:00 a.m. to 4:00 p.m., as well as by e-mail to the following address: kontakt@vasco-electronics.pl

§6 GDPR

1. The legal basis for the processing of personal data under the Agreement is (a) art. 6 sec. 1 lit. b GDPR - processing is necessary for the performance of a contract to which the data subject is a party (contract performance); and (b) Art. 6 sec. 1 lit. c GDPR - processing is necessary to fulfill the legal obligation incumbent on the administrator (contract tax settlements); and (c) Art. 6 sec. 1 lit. f GDPR - processing is necessary for the purposes of the legitimate interests pursued by the administrator (pursuing claims related to the contract).
2. The parties undertake to inform the persons whose data will be transferred about the necessity to disclose their personal data, including: the purpose and scope of the transferred data. The party providing the data is also obliged to provide the persons whose data will be shared with information regarding the processing of their data in accordance with the GDPR by the party receiving the data, in the event of receiving such information from it.
3. Before using the Product, the Lessee is obliged to read the full content of the information clause regarding the processing of personal data, which was included in the Privacy Policy made available in the Product. The Privacy Policy is available at the first launch of the Product and in the settings menu.

§7 FINAL PROVISIONS

1. Each Party undertakes to keep secret all matters related to the activities of the other Party and the concluded Agreement. Any written or oral information, in particular information regarding standards, instructions, procedures, projects, guidelines, notes and any other confidential information that may be disclosed to them, in particular information regarding the financial and operational situation, will be treated as strictly confidential. Neither Party shall disclose confidential information relating to the other Party that it becomes aware of in connection with the conclusion or performance of this Agreement. The above reservation does not apply to situations in which the Parties have established the scope of admissible disclosures and situations where the obligation to disclose confidential information results from generally applicable provisions of law or decisions of an administrative authority or a common court.
2. No delay or failure by either Party to enforce any of its rights or remedies under the Agreement shall be deemed a waiver of that right.

3. Any disputes arising from the performance of the Agreement shall be settled by the court having jurisdiction over the seat of Vasco.
4. In matters not covered by these Regulations, the provisions of the Civil Code and other provisions of Polish law shall apply.
5. The Regulations were drawn up in Polish and then translated into other languages. In the event of inconsistency in the translation, the Regulations in Polish shall be decisive. The
6. notification of the amendment to the Regulations will take place no later than on the date of the amended Regulations via electronic communication or via a message on the website <https://vasco-electronics.com/lending-policy>
7. Contact regarding the rental agreement should be made to the e-mail address: standwithukraine@vasco-electronics.com