

Rules of Provision of EKONTROL and EKONTROL+ Services

I. Introduction

Article 1

Hewalex Sp. z o.o. Sp.k. with its registered office in Czechowice-Dziedzice, ul. Słowackiego 33, 43-502 Czechowice-Dziedzice, registered in the District Court Katowice-Wschód, 8th Commercial Division of the National Court Register (KRS) 0000335766, NIP 652-170-36-41, REGON 241298398.

II. Definitions

Article 2

The following terms and phrases used in these Rules shall have the meaning as below:

- a) Price List – a part of the Offer, specifying fees payable to Hewalex, related to performance of the EKONTROL+ Service and purchase of the EKOLAN modem; available at www.ekontrol/en/offer/
- b) Modem – EKOLAN Modem – an electronic device enabling the heating system to connect with the Internet, hereinafter referred to as the EKOLAN Modem;
- c) EKONTROL System – heating system monitoring;
- d) User Manual – a document containing guidelines for the use of EKONTROL system with the provided EKOLAN Modem;
- e) Offer – range of services provided by Hewalex;
- f) Hewalex – Hewalex Sp. z o.o. Sp. k. with its registered office in Czechowice-Dziedzice;
- g) Force Majeure - an event of extraordinary nature, impossible to be foreseen and to prevent its consequences under normal circumstances, in particular: acts of nature, general strikes, long-term power outages, general state acts, etc.;
- h) Basic Service - free access to the EKONTROL application granted after EKOLAN modem purchase;
- i) EKONTROL+ – an option for extending the EKONTROL functionality with an additional service for an additional fee in the form of subscription;

III. Hewalex Obligations

Article 3

1. Hewalex shall be obliged to provide the Customer with the option to use the EKONTROL system.
2. After receiving the payment for the EKOLAN Modem and shipping costs, Hewalex shall provide the device and access to the EKONTROL application, necessary to use the service provided by Hewalex. The provided equipment shall be the property of the Customer.

IV. The Service

Article 4

1. The EKOLAN Modem is compatible with controller models listed on www.hewalex.pl/oferta/ekontrol/.
2. After connecting the controller to the EKOLAN Modem, the data from the heating system shall be sent to the server and processed by the EKONTROL System.
3. As part of the Service, Hewalex shall provide access to the EKONTROL System.
4. Access to the User's profile in the EKONTROL System is obtained by performing modem activation at <http://ekontrol.pl/pl/login/>.
5. There is no possibility to change the e-mail address provided during activation and multiple activation of the same MAC address.
6. To use the Service it is required to have access to the Internet and create an account on www.ekontrol.pl.
7. The Basic Service is free of charge.
8. The scope of the Basic Service includes:
 - a. on-line view of controller operation;
 - b. possibility of remote change of controller settings;
 - c. daily statistics with history.
9. Additional EKONTROL+ service is charged according to the Price List available at www.ekontrol.pl/pl/offer and includes:
 - a. remote maintenance of the solar system included in the EKONTROL monitoring:
 - i. checking the system connection correctness
 - ii. checking the correctness of settings of the system parameters
 - b. authorisation to receive e-mail and text message notifications about the system's emergency situations
 - c. at least a fourfold increase in the frequency of sending and recording of measurement data
10. The system maintenance as part of the Additional Service shall be carried out within 14 days from the day of Hewalex sending confirmation of the Additional Service order acceptance to the Customer's e-mail box. The performance of the system maintenance as part of the Additional Service shall be subject to a prepayment. The VAT invoice shall be sent by e-mail. Additional Service allows access to extended system functionalities for 12 months from the first log-in date.
11. The Customer can extend the EKONTROL+ Service for subsequent 12 months without losing the previous data covered by the Additional Service by sending another subscription purchase order.
12. Up to 10 devices can be connected to the modem, each device is controlled separately according to the valid Price List.

Article 5

1. Hewalex shall be entitled to make breaks in the provision of services, usually not lasting longer than 24 hours, related to the maintenance of the transmission devices or resulting from technical breaks.
2. Hewalex shall not be liable for any disruptions in the Customer's use of the Offer caused by Force Majeure, incorrect modem installation, incorrect setting of the solar system controller, problems with Internet accessibility at the place of use of the EKOLAN Modem, and disruptions in data transmission caused by external factors beyond Hewalex's control.
3. Hewalex shall not be liable for incorrect use of the Service, in particular with respect to changing the controller settings.
4. The statistical data shall not be the basis for claims regarding the operation of the monitored heating system.

V. Complaints

Article 6

1. The Customer shall have the right to lodge a complaint by phone at (32) 214 17 10, by e-mail to hewalex@hewalex.pl or in writing by sending correspondence to the company's registered address. The Customer shall also have the right to lodge such a complaint in person.
2. Complaints must be made within two months of the occurrence of the event to which the complaint relates. Sending a notification before the deadline expires shall be sufficient to comply with it.
3. The EKOLAN Modem comes with a one-year warranty.
4. A response to the Customer's complaint shall be provided in writing, by e-mail or telephone, within 14 days from the date of its lodging, by indicating the manner in which the complaint has been recognised or the reasons why the complaint has not been recognised, if it is necessary in relation to the lodged complaint. In particularly justified cases, the deadline for the considering the complaint may be extended by the time necessary for its clarification.

VI. Personal Data Processing

Article 7

1. Hewalex shall be the Controller of the personal data provided by the Service recipients.
2. As the Controller, we have not appointed a Data Protection Officer. The Management Board's Data Protection Officer can be contacted in matters concerning the processing of personal data by writing to odo@hewalex.pl, the Controller's mailing address or in person at the company's registered office.

3. Personal data shall be processed for the purpose of offering, concluding and performing a contract as part of the necessary actions pursuant to Article 6(1)(b) of the GDPR and possible defense against claims or their establishment, pursuant to Article 6(1)(f) of the GDPR, until the expiry of statute of limitations for claims arising from the concluded contract, determined on the basis of generally applicable law and accounting and tax settlements pursuant to Article 6(1)(c) of the GDPR for a period of 5 years from the date of completion of the annual settlement.
4. Recipients of personal data may be entities processing personal data on behalf of the Controller for the purpose of performing the contract, including courier companies, installation companies, debt collection companies, and IT service providers.
5. Provision of data is voluntary, but it is a condition for concluding the contract. Failure to provide this data shall prevent its conclusion. Providing data to the extent specified in generally applicable law, in particular tax law, shall be mandatory.
6. Personal data shall not be transferred to a third country/an international organisation.
7. The Customer shall have the right to access the content of their personal data, the right to rectify it, have it erased, limit its processing, and the right to submit a complaint to the supervisory authority.
8. Data shall be processed manually or automatically and shall not be processed by automated decision-making, including in the form of profiling.

VII. Final Provisions

Article 8

1. The content of these Rules shall be made available at Hewalex and at ekontrol.pl.
2. Placing an order is tantamount to accepting the terms of the Service specified in these Rules and agreeing to Hewalex processing the recipient's personal data to the extent necessary for the performance of the Service.
3. Hewalex reserves the right to amend these Rules and shall inform the Service recipients of the in fact writing or by e-mail.
4. The provisions of the Polish Civil Code shall apply to matters not governed by these Rules.
5. These Rules shall come into force on 7 June 2016.

Czechowice-Dziedzice, 12/11/2020