

# Kipy Watch Terms of Service

## Part I – User Agreement

### 1. Introduction

We invite you to use the software and related services provided by **Kidi Communications Ltd**, located at Halutzei Hataasiya 2 St., 83815 Kiryat Malachi, Israel, tax identification number (NIP): 515847457 (“Kidi Communication”, “we”, or “us”).

The software and related services (“our services” or “Services”) provided to users relate to the User’s application, called “**Kipy Watch**”.

The Kipy Watch application is the property of Kidi Communication and is supported by us, including essential functions such as location queries, video calls, chat messaging, remote device management, personalized recommendations, posting messages, interactive communication, as well as other functions.

Kipy Watch is an application that delivers services and content to household Users (hereinafter: “**User**”). The Kipy Watch User Agreement (the “**Agreement**” or “**Terms**”) is a contract between you and us concerning your registration, login, and use (collectively “**use**”) of our services.

To ensure the best possible experience, before starting to use the Kipy Watch application, you must carefully read and fully understand the contents of this Agreement, particularly the clauses regarding exclusions or limitations of liability, licensing and use of information, requests for activation and use of special services, applicable laws, and dispute resolution.

Special attention should be paid to terms highlighted in **bold text**, such as exclusions or limitations of liability.

If you are under 18 years old, you should read and understand this Agreement together with your parent or legal guardian, and use our services only after obtaining verifiable legal consent from your guardian.

By accessing or using our services, you agree to comply with these Terms.

If you do not agree, you may not access or use our services. By agreeing, you accept these Terms and use our services accordingly.

### 2. Kipy Watch and Related Services

**2.1** You can obtain our application through its initial installation, download from authorized third-party platforms, etc., at the time you intend to use our services.

**If you did not obtain the software in the above-mentioned way, we cannot guarantee that the unofficial version of the software can be used normally, and we are not responsible for any damages or losses you may incur as a result.**

**2.2** We may develop different versions of the application for various end devices. You should obtain, download, and install the appropriate version according to your device type.

If you stop using our services, you may uninstall the downloaded application.

**2.3** To provide users with the best possible services and experience, we may update or change our services (including, but not limited to, modifications to software, enhancement of functions, or development of new services).

You may need to update to the appropriate version depending on your needs.

To ensure the security of our services and improve service quality, we may update our software and inform you in advance (via system notifications, announcements, website information, etc.).

You will have the choice to accept or decline the update, but if you refuse, certain features may be limited or unavailable.

**2.4** Without prior written consent, you may not obtain unauthorized access to our services or use them in any form, including but not limited to adapting, duplicating, disseminating, vertical searching, reverse engineering, creating mirror sites, reselling, or similar actions.

**2.5** To use our services, you must prepare your own end devices (such as mobile phones, tablets, etc.).

Once the software is launched on your device, it is deemed that you have used our services.

To use certain functions, you may need to connect your device to the internet, and you are responsible for covering related costs, such as data transmission fees or internet access charges.

**2.6** We grant users a personal, non-transferable, non-exclusive, non-commercial license limited to Poland, allowing the use of our services and access to them only in ways permitted under these Terms.

We reserve all rights not expressly granted herein.

Except for permitted uses in line with standard service, this license does not cover any other usage unless expressly authorized by us in writing.

**2.7** You do not need to register to use our services, but this may affect access to the main functions of the service.

However, to improve your user experience and protect your account's security, certain functions and/or specific services (such as posting comments) may require you to provide true identity information and register under your real name in accordance with applicable Polish laws and regulations before using them.

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**2.8** Kidi Communication does not provide telecommunication services or any services related to communication through SIM cards.

Kidi Communication may freely change telecommunications service providers or SIM

card operators without obtaining user consent.

Kidi Communication is not a telecommunications operator and does not supply or guarantee the quality of telecommunications services for Users.

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**2.9** Kidi Communication is not responsible for telecommunications services provided through the use of a SIM card, nor for obligations related to the use of a SIM card by Users.

Kidi Communication is not the entity authorized to assign telephone numbers for SIM cards.

Kidi Communication does not guarantee the quality of calls or messages sent or received by Users via SIM cards.

SIM card functionality, call connections, and messaging may be suspended or terminated if these services are misused or used in ways inconsistent with their intended purpose.

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**2.10** Kidi Communication is not responsible for the correct functioning of SIM cards or connections, nor for the ability to send messages to other users, and is not responsible for the technologies used.

Kidi Communication does not provide, resell, or charge Users for telecommunications services or SIM card usage.

Kidi Communication only charges for its own services related to the use of the Kipy Watch application and other services described in this User Agreement.

The use of services and the Kipy Watch application is permitted only within the territory of Poland.

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## **2.10 Billing Model**

**2.10.1** Kidi Communication sells GPS smartwatches for children.

These watches are linked to the Kipy Watch application, which allows parents to manage the watch, display location, conduct video calls, and send voice messages. The application is available for Android and iOS.

**2.10.2** Kidi Communication also sells monthly subscriptions for services delivered through the Kipy Watch application, using the app and mobile packages.

**2.10.3** The billing model is subscription-based.

The subscription is monthly, and Users may cancel the service at any time.

**2.10.4** Subscription fees may be paid in Polish currency or in euros, converted into Polish currency according to the NBP exchange rate from the previous day.

Payments in euros are possible when purchasing a package after entering the watch number and the last 4 digits of the SIM card number.

**2.10.5** The currently available plans are accessible at [sub.kipywatch.com](http://sub.kipywatch.com)

**2.10.6** The warranty period for the product (watch) is 24 months for the device and 6 months for accessories and batteries (24 months for built-in batteries), counted from the date of purchase.

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## **2.11 Subscription Rules**

- a) Monthly subscription (cyclical card payment) for one of the packages offered by Kidi Communication.
- b) SIM card usage costs are paid by the User. Kidi Communication does not charge Users for SIM card usage.  
Users subscribe in order to obtain the services provided by Kidi Communication and use the Kipy Watch application.
- c) Packages include the service, application usage, and related Services.
- d) Text messages may be sent only to mobile devices. No ability to send SMS to landline devices or to perform special calls to short or premium-rate numbers.
- e) Users may cancel the service at any time (after notifying Kidi Communication's customer service).
- f) The watch will be activated within 24 hours of payment for the subscription package.
- g) Users may change packages.
- h) Unauthorized removal of the SIM card and use of it in devices other than the Kipy Watch is not allowed.
- i) Kidi Communication does not provide telecommunications services or any services related to communication using SIM cards and does not charge fees for resale of such services.
- j) If mobile package limits are exceeded, Kidi Communication will block the service.
- k) Users may use the watches only within Poland.
- l) Kidi Communication is the owner of the numbers assigned to SIM cards.
- m) Kidi Communication may freely change the telecommunications service provider and SIM card operator without obtaining User consent.
- n) Kidi Communication is not a telecommunications operator and does not provide or guarantee the quality of telecommunications services to Users. Kidi Communication is not responsible for telecommunications services provided via SIM card use.

o) Kidi Communication does not guarantee that another SIM card will enable proper operation of the watch or applications/services provided by Kidi Communication. If you wish to replace a SIM card with one from another operator, please contact Kidi Communication at: **kontakt@Kipy Watch.com** to verify this possibility.

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### **3. User Account**

**3.1** Our services include a registration panel. You have the right to choose any combination of characters for your account login and password, provided that the password meets security requirements. The account and password you create are authentication data that allow you to log in and use our services.

**3.2** You acknowledge and agree that your account cannot violate Polish law, related regulations, or these Terms of Service. You may not engage in any activity that harms national interests, infringes the rights of citizens, disrupts social order, or violates social morality.

Ensure that your username, avatar, and profile information comply with the law and do not use the name or likeness of others without express authorization.

Impersonating others, using false identities, or misleading others in a way that causes confusion is prohibited.

We reserve the right to review and verify the information you provide during registration.

**3.3** Only you may access your Kipy Watch account. It is forbidden to transfer, lend, share, rent, or sell your account to others without our prior written consent.

If we have reasonable grounds to suspect that the original registered User is not the account's operator, we reserve the right to suspend or terminate services for that account to protect its security.

**3.4 You bear sole responsibility for all information and activity related to your account, including comments, data modifications, payments, and other actions.**

**3.5** If you forget your password, you may follow the provided instructions to recover it.

Please note that using mobile phone number verification is preferred, as it is related to security.

**You must properly store your account and password. If they are lost, disclosed, or illegally accessed by another person, and data is lost due to your actions or negligence, or due to unauthorized actions by third parties, we are not responsible.**

**3.6** When using your account, you must provide accurate information (such as account number, password, security questions, etc.).

According to Polish law and other applicable regulations, you may be required to

provide true identity information (such as real-name authentication) to use certain functions.

You must also ensure this information is updated on time. If the data you submit is false or inconsistent with the law, you may lose access to some services.

**3.7** In addition to registering with Kipy Watch, you may also use other authorized software (including our partners' software) to create an account, log in, and use services.

These third-party platforms may require accounts registered under a real name. When logging in with such an account, you must ensure it is registered with true name information as required by this Agreement.

**3.8** You may only log into and use Kipy Watch through your own account.

You may not use your account to log into other programs or services provided by our partners, unless specified.

When logging in and using such services with your Kipy Watch account, the terms of this Agreement will apply along with the terms of the partner service provider.

**3.9** To increase the visibility of your content and the effectiveness of your posts, we are authorized to automatically share or synchronize the content you publish or upload through your account with related software, websites, or partner platforms.

Any actions you take (posting, commenting, editing, deleting) will also be synchronized across our services and cooperating platforms.

By registering and logging in to Kipy Watch, you accept that your published content may appear on other cooperating platforms.

**3.10** After completing registration, login, or justified and necessary identity verification in Kipy Watch, you may review and modify the personal information you provided at any time.

However, you may not be able to change initial registration data or verification information submitted during registration due to security and identity verification requirements (e.g., for account or password recovery).

You may request account deletion, and we will assist with justified and necessary identity verification regarding your security status, device information, etc., except where law or regulations state otherwise.

**3.11** To fully use our resources, if you do not log in for the first time after registration or do not use your account for more than six months, we reserve the right to delete your account.

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## **4. Protection of Users' Personal Data**

We cooperate with you to protect your personal data (which can identify you individually or when combined with other information).

Protecting users' personal data is one of our fundamental principles.

To provide better service and technical support, you may be asked to provide certain personal data (including name, mobile number, location, etc.) while using Kipy Watch.

We will protect your data with encryption, anonymization, and other security measures in accordance with Kipy Watch's services and software.

Further details on how we collect and use your personal data are specified in the **Privacy Policy**.

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## **5. User Code of Conduct**

### **5.1 Requirements for User Conduct**

You are responsible for all activity related to your account when using our services. Except as expressly permitted by us in writing, the license does not grant you the right to:

**5.1.1** Use any plug-ins, systems, or third-party tools that are not authorized or licensed by us to interfere with, destroy, modify, or disrupt the normal operation of our services.

**5.1.2** Perform any actions that violate our services or endanger the security of the computer network, including but not limited to:

#### **5.1.2 (continued) Prohibited Actions**

- a) Illegal access to other networks, disrupting the normal functioning of others' networks, theft of network data, and other actions that threaten network security;
- b) Supplying programs or tools specifically designed to interfere with networks, disrupt normal network functions and security systems, or steal network data;
- c) Knowingly cooperating with others engaged in activities that threaten network security, such as providing them with technical support, advertising, or payment processing;
- d) Using unauthorized data or accessing unauthorized servers/accounts;
- e) Accessing public computer networks or others' computer systems without permission, deleting, modifying, or increasing stored information;
- f) Attempting to probe, scan, or test system vulnerabilities of Kipy Watch's network or systems without authorization, or performing activities that jeopardize security;
- g) Attempting to interfere with or disrupt the normal operation of Kipy Watch's website, or spreading malware, viruses, trojans, or programs that disrupt normal network operations;
- h) Using false TCP/IP packets or other false names to mislead, deceive, or impersonate;

- i) Reverse engineering, decompiling, or attempting to extract source code from our services;
  - j) Maliciously registering accounts in our services, including but not limited to frequent or mass registrations;
  - k) Violating laws, this Agreement, our rules, service terms, or engaging in activities that infringe on the rights and interests of others.
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## **5.2 Content Specifications**

**5.2.1** After completing registration under the service terms, you may log in to Kipy Watch with your account (or with a partner platform account) to publish content, follow, comment, etc.

**5.2.2** We aim to ensure that shared information and comments are standardized, rational, friendly, and of high quality.

To promote interactive communication and commenting activities, we will continue strengthening security and self-discipline in sharing, ensuring comments comply with social, cultural, and legal standards.

You must respect justified rights and interests of others and maintain social order.

**5.2.3** Content that you comment on, share, or post must be verified by you to ensure it complies with requirements such as law, regulations, social order, morality, principles of cooperation, good customs, and the legitimate interests of society.

You agree and commit not to write, prepare, share, copy, publish, or disseminate the following types of information, which are prohibited by law, regulations, or these Terms:

- a) Information contrary to the fundamental principles set by the Constitution;
  - b) Information posing a threat to national security;
  - c) Information endangering public health;
  - d) Information supporting terrorism and extremism;
  - e) Information inciting or promoting hatred and discrimination.
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**5.3** We have established a public platform for submitting complaints and reports.

You may submit a complaint through our reporting system regarding any illegal activity, illegal communication, or harmful online activity.

We will review and process your complaint promptly, in order to jointly maintain a safe and friendly online environment for users.

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## **6. Specification of Informational Content**

**6.1** Without our prior written consent, you may not authorize, permit, or assist others in performing the following activities related to the informational content contained in our services under this Agreement:

- a) Copying, downloading, or using informational content from Kipy Watch for commercial purposes, including for advertising, increasing readership, or boosting view counts;
- b) Editing, altering, or interfering with the informational content of Kipy Watch without permission, or displaying it on other channels not belonging to our services;
- c) Accepting, storing, or transmitting identification information, codes, or other forms of special identifiers in ways that could influence the informational content of our services, including attempts to manipulate traffic, rankings, or user activity;
- d) Any other illegal activities aimed at obtaining or using Kipy Watch's information or data.

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**6.2** Without our written consent, your actions in sharing and transmitting informational content from Kipy Watch must meet the following conditions:

(1) Any data obtained through indexing and statistics, such as keywords, relevance factors, categories, searches, readings, etc., may not be published, shared, or disclosed to third parties without our prior written consent.

(2) You may not alter our source pages in any way, including the homepage (profile page) or advertising system.

You may not obstruct our source pages with pop-ups or any similar elements in any form.

**6.2 (continued)**

(3) You must take secure, effective, and defined measures to prevent the illegal acquisition of informational content from our services by third parties in any form, including through programs such as "spiders."

(4) You must not use such informational content beyond the scope of our written authorization, including for sale, commercial use, disclosure, sharing, or allowing third parties to use it in any way.

(5) Sharing, transmitting, and copying informational content about our services to third parties must only take place in accordance with the codes and standards set by us.

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**7. Improper Conduct**

**7.1** If you violate this Agreement or other terms of service, we have the right to independently assess and take actions such as prior warnings, blocking publication, immediate suspension of information sharing, deleting content, restricting or disabling some or all account functions, or permanently terminating your account. We may also verify your data and take measures depending on the situation. We will report suspected illegal acts to law enforcement and cooperate with relevant authorities to investigate.

**7.2** If you violate this Agreement and cause third parties to file claims or lawsuits, you are solely responsible. If our affiliated entities are required to pay damages to third parties due to your illegal activity, or if we are penalized by a government authority, **you are obligated to fully reimburse us and our affiliates for any resulting losses.**

**7.3** Kipy Watch respects and protects users' rights to intellectual property, reputation, name, privacy, and other rights.

You must ensure that texts, photos, videos, audio, links, etc., posted while using our services do not infringe on the intellectual property rights, copyrights, related rights, reputations, names, or privacy of third parties.

If we receive a notice or complaint that your content violates these rights, we may delete such content.

If your actions cause economic or reputational damage to us or our partners, **you must compensate us and our partners for all resulting losses.**

**7.4** The User agrees to use the complaint procedure specified in this Agreement before initiating a chargeback procedure with their bank or payment card operator in connection with subscription fees.

Chargebacks are not permitted for subscriptions that the User has used or did not cancel despite having the opportunity to do so.

In the event of an unauthorized chargeback claim, Kidi Communications reserves the right to pursue payment through legal means and charge the User reasonable costs of the investigation.

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## **8. Changes to Services, Interruptions, and Termination of Agreement**

**8.1** We hope you understand that our services are provided according to existing technology and conditions.

We will make every effort to ensure the security and stability of our services.

However, we cannot predict or prevent risks such as service interruptions, inability to access services, or issues caused by force majeure, internet instability, hacking, third-party interference, etc.

**8.2** To maintain the security of the platform, application, or services, we may adjust or suspend certain functions or terminate our services at any time.

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## 9. Advertisements

**9.1** While using our services, we may send you information, advertisements, branded services, or display commercial and promotional information (including non-commercial information) from our software, applications, platforms, or related third-party sellers/partners.

**9.2** While using Kipy Watch, advertisements may be displayed automatically, adapted to your preferences and interests.

You may disable automated advertising in your Kipy Watch settings, though doing so may reduce the relevance of ads to your activities.

For more information, please see our **Privacy Policy**.

**9.3** We will fulfill our obligations regarding advertising and promotion in accordance with the law, and Users are responsible for evaluating the authenticity and reliability of promotional information.

**Except as explicitly required by law, Users bear sole responsibility for any purchases, transactions, losses, or damages arising from ads or promotional information, and we are not liable.**

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## 10. Intellectual Property

**10.1** Intellectual property rights and copyrights related to the content provided within our services (including but not limited to software, technology, programs, websites, texts, photos, images, audio materials, videos, graphics, layouts, electronic documents, etc.) belong to us.

Copyrights, patents, and other intellectual property rights related to the software and services we provide also belong to us.

**Without our consent, you may not use any part of our services' content (including but not limited to monitoring, copying, distributing, displaying, creating mirror copies, transmitting, or downloading via programs like spiders).**

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**10.2** Texts, photos, videos, audio recordings, and other materials uploaded during your use of our services, if originally created by you or legally permitted, remain your intellectual property.

The intellectual property rights of all content you upload via Kipy Watch remain with you or the original rights holder.

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**10.3** To continuously improve and provide better services, you agree that by uploading, transmitting, or publishing your content (including but not limited to texts,

images, videos, audio, etc.) via our services, you grant us and our affiliated or partnered entities a free, global, non-exclusive, transferable, sublicensable license to use, store, copy, modify, adapt, translate, distribute, publish, publicly perform, and display such content in connection with Kipy Watch services or brand-related marketing.

This license covers usage across current and future internet services, apps, or devices.

By uploading, you agree we may use your content in marketing materials, including your likeness, name, trademarks, or other materials.

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**10.4** You agree to authorize us to act on your behalf, or to delegate a professional third party, in order to prevent intellectual property infringements (such as monitoring violations, sending notices, filing lawsuits, arbitration, mediation, or settlements).

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**10.5** We provide technical support for the development and operation of Kipy Watch and retain rights under applicable laws to all data and information generated during the development and operation of our services.

## **11. Disclaimers**

**11.1** Our services may be affected or disrupted by various factors, and we cannot guarantee (including but not limited to) that:

**11.1.1** External services will fully meet all user requirements;

**11.1.2** Our services will be uninterrupted, timely, secure, reliable, or error-free; all software, services, or materials obtained from us will meet your expectations;

**11.1.3** Any errors in our services will be corrected.

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**11.2** If there is any suspicion of fraud or other online information issues related to property, account passwords, advertisements, or promotions, please carefully evaluate and make decisions.

**We are not responsible for any losses of profit, company reputation, data, or intangible damages incurred.**

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**11.3** While using our services, you may encounter force majeure events (objective events that cannot be predicted, overcome, or avoided), including but not limited to natural disasters (floods, earthquakes, typhoons, etc.), government actions, wars, strikes, or riots.

If such events occur, we will attempt to repair and restore services as quickly as

possible, but we are not liable for damages caused by such force majeure, as permitted by law.

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**11.4** We reserve the right to act against illegal content in accordance with this Agreement. This right does not constitute our obligation or commitment. We cannot guarantee that we will always detect illegal activities in time or deal with them accordingly.

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**11.5** With respect to our services, we do not provide any express or implied warranties or guarantees, including merchantability, suitability for specific purposes, etc.

You bear full risk related to your use of Kipy Watch.

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**11.6** This Agreement aims to comply with national laws, maintain social order, and protect users' legitimate rights and interests.

We will strive to make assessments in line with relevant laws and regulations, but cannot guarantee that they will always match government or judicial evaluations. If discrepancies occur, you must accept the consequences.

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**11.7 In no event shall we be liable for any indirect, incidental, punitive, consequential, or special damages, including losses incurred while using our services.**

Regardless of cause, our liability shall never exceed the amount paid for subscription fees during your period as a User.

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## **12. Special Agreements Regarding Individual Services and Third-Party Services**

### **12. Special Agreements Regarding Individual Services and Third-Party Services**

**12.1** Our services may include information or links to informational content obtained through Kipy Watch in various legal ways, as well as individual services legally operated by us and/or our partners.

Some individual services may require you to specifically accept limitations defined in separate agreements or rules between you and the provider of those services.

If necessary, these agreements and rules will be presented clearly when you begin using such services, allowing you to review and decide whether to accept them.

By starting to use such services, you acknowledge that you accept the relevant agreements and regulations.

If the terms of use specify that they are “permanent,” “unlimited,” or “indefinite,” they will apply until the termination of that service or product.

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**12.2** When using services provided by third parties via Kipy Watch, in addition to complying with this Agreement, you may also be required to grant authorization and comply with the rules, privacy policies, and terms of those third parties.

If any loss, damage, or dispute arises due to third-party software or services, the matter must be resolved between you and the third party. We are not liable for such situations.

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### **13. Terms of Use by Minors**

**13.1** If the user is under 18 years old, they must carefully read this Agreement under the supervision of a parent or legal guardian and obtain the guardian’s consent before using our services.

**13.2** We place great emphasis on protecting the personal data of users under 18. Minors should raise their awareness regarding the protection of personal data and take care when filling out forms and providing data. They should only use our services under the guidance of their guardians.

**13.3** Minors understand that if they violate the law or provisions of this Agreement, both the minor and their guardians bear full legal responsibility.

#### **13.4 Special Notes for Minor Users:**

- **13.4.1** Teenagers should use our services under parental supervision and learn to use the Internet reasonably, avoid virtual addiction, and develop good online habits.

**13.5** To better protect the privacy of minors, we remind you not to upload or share content involving minors without proper consideration.

By doing so, you agree that if such content (photos, recordings, etc.) is shared through our services, you grant us permission to process it in accordance with this Agreement.

### **14. Other**

**14.1** This Agreement, once concluded, enters into force and is governed by Polish law. Any disputes arising from it are subject to Polish jurisdiction.

If any provision of this Agreement proves invalid or unenforceable under Polish law, such provisions will be reinterpreted in a manner most consistent with the original intent, while the remaining provisions will remain fully valid.

**14.2** In the event of any disputes related to this Agreement, both parties should first attempt to resolve them through amicable negotiations; if unsuccessful, disputes will be submitted to the competent common courts seated in Warsaw.

**14.3** To provide you with better services, our services may be updated from time to time due to changes in national laws and regulations or policies.

When that happens, we may appropriately amend this Agreement, and such changes will become part of it.

If the Agreement is updated, we will notify you before the new terms take effect, so that you may familiarize yourself with the latest version.

You can also review the current version of the Terms on our website or within the software.

If you continue to use our services, it means that you accept the updated content of the Agreement.

**You also have the right to terminate the Agreement without incurring costs related to termination if you do not agree to the new terms, except for costs already incurred for subscriptions or ordered services.**

The termination period is **30 days** from the date of notification.

If you do not terminate within this period, it means you accept the changes, and the amended Agreement becomes binding.

If you raise objections to the amended terms, you have 30 days to terminate the Agreement. You may also do so sooner by ceasing to log in or use our services.

If you log in or continue to use the services after changes have been made, you will be deemed to have accepted the amended Agreement.

If you do not terminate within 30 days, you are considered bound by the new terms.

**14.4** The headings in this Agreement are provided only for reading convenience and have no legal significance for the interpretation of any provisions.

**14.5** Both parties are independent contractors. Nothing in this Agreement shall be interpreted as creating any express or implied warranty of representation, partnership, joint venture, employment, or agency relationship between the parties.