

Policy Privacy

1. General Provisions

This Privacy Policy sets out the principles for the processing and protection of personal data of customers using the online store available at www.ropam.com.pl (referred to as the “Online Store”).

This Privacy Policy fulfills the information obligation of the Data Controller in accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter “GDPR”¹).

2. Data Controller

Personal data is managed by Ropam Elektronik Sp. z o.o., a company registered in Poland with its headquarters at: Polanka 301, 32-400 Myślenice.

Tax Identification Number (NIP): 6812087448

National Business Registry Number (REGON): 389417365

3. Contact Information

For matters related to personal data protection, you may contact the Data Controller via email at marketing@ropam.com.pl or by post at: Ropam Elektronik Sp. z o.o., Polanka 301, 32-400 Myślenice, Poland.

4. Personal Data Storage Principles

1. The Data Controller processes customer personal data in accordance with the provisions of the GDPR. Appropriate technical and organizational measures, as required by EU law, are implemented to ensure the protection of personal data and to safeguard it against unauthorized access, interception, unlawful processing, alteration, loss, or destruction.

2. The Data Controller declares that providing the data marked as required in the Online Store is voluntary, but necessary to access certain functionalities—such as creating and managing a customer account, placing orders, and completing transactions.

¹ Polish: “RODO”

5. Purposes and Legal Bases for the Processing of Personal Data

Personal data are processed for the following purposes:

- **to take steps prior to entering into a contract**, such as submitting an offer, corresponding to agree on contract terms, etc.
(legal basis: Article 6(1)(b) of the GDPR);
- **to perform contracts concluded with the Controller**, which includes, among others, issuing invoices, maintaining telephone or email contact, and dispatching ordered products, etc.
(legal basis: Article 6(1)(b) of the GDPR);
- **to offer the Controller's products and services directly (direct marketing)**, including tailoring them to your needs, which constitutes the legitimate interest of the Controller.
(legal basis: Article 6(1)(f) of the GDPR);
- **to offer, through direct marketing, the products and services of the Controller's business partners**, which constitutes the legitimate interest of the Controller and its partners.
(legal basis: Article 6(1)(f) of the GDPR);
- **to conduct customer satisfaction surveys**, which serves the Controller's legitimate interest in assessing service quality and determining customer satisfaction with the products and services offered.
(legal basis: Article 6(1)(f) of the GDPR);
- **for the Controller's internal administrative purposes**, including analytical and statistical purposes (such as better matching services to customers' needs, general product optimization, improvement of service processes, customer insight development, and financial analysis), which constitutes the legitimate interest of the Controller.
(legal basis: Article 6(1)(f) of the GDPR);
- **to establish, exercise, or defend against legal claims**, which constitutes the legitimate interest of the Controller.
(legal basis: Article 6(1)(f) of the GDPR);
- **for archiving (evidential) purposes**, constituting the legitimate interest of the Controller in safeguarding information in the event of a legal need to demonstrate facts.
(legal basis: Article 6(1)(f) of the GDPR);
- **to provide the "Newsletter" service**, if you have given your consent.
(legal basis: Article 6(1)(a) of the GDPR);

- **to fulfil legal obligations imposed on the Controller**, such as issuing invoices, storing accounting records, or handling complaints. *(legal basis: Article 6(1)(c) of the GDPR).*

6. Period of Personal Data Retention

Personal data will be processed for the period necessary to achieve the purposes of processing specified in Section 5, as follows:

- **In relation to the conclusion and performance of a contract**, as well as for the establishment, exercise, or defence of legal claims – until the completion of its performance, and thereafter for the period required by applicable law or necessary to secure potential claims (i.e. for the maximum statutory limitation period applicable to claims arising from the contract, plus one year from the end of the calendar year in which the contract expired. The additional one-year period is introduced to account for potential claims filed just before the expiry of the limitation period and to standardize data deletion dates for contracts expiring within the same year).
- **If a contract is not concluded** based on the offer submitted to you within two (2) months, personal data related to that offer will be deleted without undue delay, except for data necessary for direct marketing purposes.
- **In relation to data processed for direct marketing purposes** – until you withdraw your consent or object to such processing, or until it is determined that the data have become outdated.
- **In relation to data processed for internal administrative purposes, archiving purposes, and customer satisfaction surveys** – until the legitimate interests of the Controller, which form the basis for such processing, have been fulfilled, or until you object to such processing.
- **In relation to data processed for the fulfilment of legal obligations** – for the period during which the Controller may be held legally liable for failure to perform such obligations, or for the period prescribed by law for retaining such data.

7. Data Disclosure

The recipients of personal data may include entities authorized to process such data under applicable legal provisions, as well as entities cooperating with the Controller for the purpose of achieving specific processing objectives.

Your personal data may also be accessed by our subcontractors (data processors), such as accounting firms, legal advisors, IT service providers, claims adjusters, service providers involved in claims handling, marketing agencies, and transport (logistics) companies.

Your personal data will not be transferred to a third country or an international organization.

8. Rights of Data Subjects

In connection with the processing of your personal data by the Controller, you have the right to:

- access your personal data and obtain a copy thereof;
- rectify (correct) your personal data;
- erase your personal data (“right to be forgotten”), in the cases specified in Article 17 of the GDPR;
- restrict the processing of your personal data;
- object to the processing of your personal data;
- transfer your personal data (data portability).

Where the processing of your personal data is based on your consent, you have the right to withdraw that consent at any time. Withdrawal of consent does not affect the lawfulness of processing carried out prior to its withdrawal. Consent may be withdrawn by email or by post using the contact details indicated in Section 2.

For any matters related to personal data protection, you may contact the Controller electronically at: marketing@ropam.com.pl

You also have the right to object at any time to the processing of your personal data for direct marketing purposes (as specified in Section 5, items c and d). If you exercise this right, the Controller will cease processing your data for such purposes.

9. Privacy Policy – Mobile Applications

Presented here is the Privacy Policy of Ropam Elektronik Sp. z o.o. regarding mobile applications used for remote operation of devices manufactured by Ropam Elektronik Sp. z o.o.:

- RopamNeo
- RopamBasic
- RopamOptima

By installing and using the applications, you agree to the Privacy Policy described below.

Data Collection and Use

Customer information is neither used nor disclosed to third parties, except in the specific cases outlined in this Privacy Policy.

1. Use of the application via the RopamBridge server requires the processing of the following data:

- Device ID and type (a unique identifier assigned by the manufacturer)
- Device IP addresses (assigned to the device's network interface)
- Application ID and IP address
- Software versions of both the device and the application

2. When the application is used via a static IP address or a local network, no data is processed.

The data required to connect the application with the device is stored locally—within the user's mobile application and on the device itself.

For security reasons, it is strongly recommended that users set a password to restrict access to the application.

All data transmissions are protected using encryption to ensure secure communication.

The applications use QR codes and encrypted text files to simplify the import of configuration data required to establish a secure connection with the device. By using the QR code scanning function, the user consents to the application's access to the mobile device's camera.

Application Events and Analytics

By choosing to use our application, you consent to the use of analytics technologies provided by the operating system manufacturer. Please note that in the event of any error occurring during the use of the application, the operating system provider may process error reports recorded in the device's event log. This data is collected solely for the purpose of improving and developing the application.

Changes to This Privacy Policy

Our Privacy Policy may be updated from time to time. Any changes take effect immediately upon being published on our website

10. Final Provisions

If you consider that the processing of your personal data by the Controller violates the provisions of the GDPR, you have the right to lodge a complaint with the supervisory authority — the President of the Personal Data Protection Office.

Where the processing of your personal data is necessary for the conclusion and performance of a contract with the Data Controller, providing such data is a prerequisite for entering into that contract. Supplying the data is voluntary; however, failure to do so will make it impossible to conclude and execute the contract.

11. Changes to This Privacy Policy

Our Privacy Policy may be updated from time to time. Any changes shall take effect immediately upon publication on our website.