

Information Clause on Data Generated by the Connected Product LOC-BABYLINE 9.2 AI in accordance with Article 3(2) of the Data Act¹

This document sets out information regarding the data generated by the connected product LOC-BABYLINE 9.2 AI, hereinafter referred to as the “Product”, and is made available to the User before the conclusion of the Product sales contract in order to fulfil the information obligation arising from Article 3(2) of the Data Act.

The manufacturer of the Product is BrandLine Group sp. z o.o., with its registered office in Poznań, hereinafter “BLG”, ul. Adama Kręglewskiego 1, 61-248 Poznań, KRS: 0000552768, NIP: 7822579840, REGON: 361233546.

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The User may save the content of this document, e.g. by downloading it in PDF format, in order to ensure future access. It is also available at the website address indicated on the packaging (after selecting the Product subpage) and in the mobile application linked to the Product.

Types, format and volume of generated data – Product Data

The Product is capable of generating the following types of data:

- Automatically generated sensor data: audio–video stream;
- Technical data: device status, network parameters, software version, battery charge level;
- Diagnostic data: error and warning codes from the embedded software (firmware); logs;
- Metadata: event and session identifiers, timestamps; history of quality settings.

Product Data are generated in the following structured, machine-readable formats:

- MP4 (audio–video stream)
- CSV (activity and measurements)
- JSON (metadata)
- Other

The volume of generated Product Data depends on the intensity and frequency of use of the Product. The estimated volume is from 0.01–5 MB per day up to approx. 50 MB per day at low video-recording quality.

¹ REGULATION (EU) 2023/2854 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act)

Method of data generation

The Product can generate data continuously and in real time. Data such as the audio–video stream are generated and transmitted continuously when the Product is active and connected to the Internet via a Wi-Fi network. Data are generated regardless of the User’s activity.

Technical and diagnostic data are generated in real time and upon events such as updates or restarts, and in connection with specific user actions (restart, update).

Data storage

The Product is capable of storing Product Data:

- **On the device** – in the external memory of the device (memory card), which allows data to be stored, or on a device with the mobile application for operation of the Product installed; until the memory is full or the data are deleted by the User;
- **In the dedicated mobile application CloudEdge** using the external provider’s IoT platform CloudEdge: stored for the period of use of the application until they are deleted by the User or the application is uninstalled – unless the User has specified otherwise in the settings;
- **On a cloud server as a service linked to the Product** – from the moment the account is created and synchronisation is enabled until the account or data are deleted by the User (in accordance with the subscription plan).

Access to, download and deletion of data

The User may access and download Product Data:

- Directly, by connecting the Product’s memory card to a computer and accessing the data;
- Via the linked service – after logging into the dedicated mobile application and going to the Gallery section or cloud server.

The User may delete Product Data by selecting the appropriate settings in the mobile application and by formatting the Product’s external memory from within its settings.

The quality of the service depends on the stability and bandwidth of the User’s Internet connection.

Information obligation arising from Article 3(3) of the Data Act²

This information clause concerns the linked service CloudEdge, hereinafter the “Service”, which is provided in connection with the connected Product LOC-BABYLINE 9.2 AI, hereinafter the “Product”, and is provided to the User prior to the conclusion of the Service contract, in order to fulfil the information obligation arising from Article 3(3) of the Data Act.

The data holder (manufacturer and provider of the linked Service) is BrandLine Group sp. z o.o., with its registered office in Poznań, hereinafter “BLG”, ul. Adama Kręglewskiego 1, 61-248 Poznań, KRS: 0000552768, NIP: 7822579840, REGON: 361233546.

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Product Data obtained under the Service – Product Data

As part of the provision of the Service, BLG will obtain data generated by the Product as set out in Sections I–IV of the Information Clause for the connected Product.

Data generated as part of the linked Service – Linked Service Data

The Service is capable of generating the following data: user activity logs in the application (interaction, errors, event history), diagnostic data – update logs.

The arrangements concerning the User’s access to Linked Service Data, their download and storage are as follows:

- **Access and download:** the User has access to the data and the ability to download them after logging into the dedicated mobile application and going to the Gallery/cloud-server section and exporting them in a specified format.
- **Storage and retention period:** Linked Service Data are stored in the dedicated mobile application CloudEdge using the external provider’s IoT platform CloudEdge for the duration of use of the Service until they are deleted by the User or the application is uninstalled – unless the User has specified otherwise in the settings – and on the cloud server from the time the account is created and

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synchronisation is enabled until the account or data are deleted by the User (in accordance with the subscription plan).

Use of data, identity and contact details of the Data Holder

BLG plans to use easily accessible data (i.e. Product Data and Linked Service Data) – technical data and diagnostic data – for the purposes of maintaining and improving the quality of the Services, ensuring security and optimising the Service, updating the Service and market analysis.

“Easily accessible data” means Product Data and Linked Service Data that BLG lawfully obtains or may lawfully obtain from the connected Product or the linked Service without disproportionate effort going beyond a simple operation. Audio/video data are not used by BLG for marketing or analytical purposes without the User’s consent and may be used solely on the basis of the User’s consent in the context of technical support.

BLG allows third parties to use data only for purposes agreed with the User. BLG makes data available only to the cloud server provider referred to in point III(c) of the Information Clause for the connected Product.

Sharing data with third parties at the User’s request

The User has the right to submit a request to BLG to make easily accessible data available to a third party indicated by the User, in accordance with Article 5 of the Data Act.

To submit the request referred to in point 1, the User should submit a request via the application or website; after the User’s identity has been authenticated, the data will be provided in a structured format [MP4/CSV/JSON].

The User may terminate data sharing at any time by submitting a request to stop making the data available.

Data security

Data are protected through transmission encryption (TLS) and authentication mechanisms in the application.

Trade secrets

The Data Holder declares that it is the holder of trade secrets contained in the data to which the User gains access (data that will be easily accessible from the connected Product or that will be generated during the provision of the linked Service).

Before providing data that constitute trade secrets, the Data Holder may require appropriate measures to be implemented in order to preserve their confidentiality.

Right to lodge a complaint

The User has the right to lodge a complaint with the competent supervisory authority if they find that the Data Holder has infringed the provisions of the Data Act.

Term and termination of the contract

The contract for the provision of the Service is concluded for an indefinite period.

The arrangements regarding termination of the contract, including the notice period, are specified in detail in the Service Agreement available in the application.