

INFORMATION REQUIRED UNDER REGULATION 2023/2854 ON HARMONISED RULES FOR FAIR ACCESS TO AND USE OF DATA (DATA ACT)

mHMI 2.0 MOBILE APP AND mHMI PRO PORTAL

1. Offered by VTS sp. z o. o., with its registered office in Gdańsk (Aleja Grunwaldzka 472A, 80-309 Gdańsk (hereinafter: "VTS") solutions named mHMI 2.0 and the mHMI PRO portal (hereinafter: "App" and "Portal" respectively) constitute linked services within the meaning of the Data Act.
2. The Application and the Portal process data obtained from the air handling units offered by VTS (hereinafter "Units"), including the following categories of data:
 - a) temperature (of supply air, exhaust air, outdoor air, in chambers, at heat exchangers, of the heating/cooling medium, etc.);
 - b) air humidity (if humidity sensors are present);
 - c) pressure (e.g. pressure difference across filters, pressure in ducts);
 - d) air flow (flow rates in m³/h, fan speeds);
 - e) setpoint and measured values (e.g. set room temperature vs. current temperature);
 - f) binary statuses of sensors and devices (signals indicating, for example, smoke sensor activation, heater control status, fan ON/OFF, damper opening, etc.).
3. The data listed above is generated in the Control Units and transmitted to VTS servers continuously, at set intervals. The amount of data generated varies depending on how the Control Units are used.
4. The user has full access to data sent from the Control Units via the App or the Portal. The Portal allows every user of the Control Units to generate a .csv file, which is saved locally on the user's device.
5. Data from the Central units processed in the App and the Portal is not transferred to any third parties without the user's express consent. VTS does not use the data for its own purposes.
6. The processing of personal data is carried out in accordance with applicable data protection regulations. The use of non-personal data is based solely on the service agreement concluded with the user in accordance with Section 4(13) and (14) of the Data Act.
7. Upon termination of the service agreement, VTS will retain the data for a further period of 30 days. After this period has elapsed, VTS will delete all data collected and processed in the App and the Portal as a result of the user's actions.
8. For any matters relating to the operation of the App, the Portal and the Centres, the user may contact VTS via: vtscloud@vtsgroup.com .
9. The User may request that data from the App or the Portal be made available to a third party by sending an enquiry via email to vtscloud@vtsgroup.com . The User may also grant access to their data to another user of the App or the Portal directly within the App or the Portal after logging in. Data sharing may be terminated at any time by sending a request to the email address indicated above, or by the user themselves within the App or Portal after logging in.
10. The requested data may contain trade secrets and may therefore be protected by additional measures. In such a case, the user will be duly informed.
11. In particular, the possibility of sharing data does not apply to data:
 - a) covered by VTS's intellectual property rights (in particular the device control algorithm);
 - b) related to ensuring the operational safety of the device.
12. The user has the right to lodge a complaint regarding a breach of the Data Act with the competent national authority, which will be designated in accordance with Article 37 of the Data Act. Information regarding the designated authority will be made available on this website as soon as it is officially announced.
13. The agreement between the user and VTS shall terminate automatically if the Control Unit is destroyed or damaged to such an extent that it can no longer generate data, or if the user ceases to be the owner or is no longer contractually entitled to use the Control Unit, the Application or the Portal. The terms and conditions of the agreement regarding the use of the App and the Portal (including duration and termination) are available in the App or on the Portal. You may also obtain this information prior to activating your access by contacting VTS at: vtscloud@vtsgroup.com .