IdoSell Terms and Conditions for EU Clients

Effective from September 1ˢᵗ, 2022

§ 1 – Definitions

1. **The Operator** – IAI Spółka Akcyjna (tax ID:PL5252767146) incorporated in the Polish National Court Register at number 0000891870, with the head office in Szczecin, Poland (71-064) at al. Piastów 30.

2. **Operator's website –** the website located at the following address - www.idosell.com

3. **The Service or Operator's Service -** IdoSell service provided for the Client by the Operator in the SaaS model (Software as a Service) , allowing for the running of Stores that enable online sales.

4. **The Client –** a legal or natural person or an organizational unit without legal personality, with the ability to incur obligations and acquire rights on its own behalf, having its registered office or permanent place of businees in the EU Territory, who has a concluded contract for the Service or is at the stage of concluding this contract or an assignment contract. The Client may use the Service only for and in relation to their business or their professional activity. If one business unit orders many administration panels, each Administration Panel is regarded as a Client.

5. **The territory of the EU - territories of the Member States of the European Union.**

6. **The Shop** - website (www) of the Client launched with the use of the Service, presenting the Shop's customers through the Template , the Client's assortment and all information regarding sales and enabling online purchases. As part of one Administration Panel launched in the Service, the Client may run multiple Shops.

7. **Shop's customer** – a natural or legal person or an organizational unit without legal personality, which the law grants legal capacity, which makes online purchases in the Client's Shop.

8. **Terms and Conditions** – The Terms and Conditions of the Service, effective for the service provided both by the Operator and IAI Affiliate Partner.

9. **Log** – the diary of events within the Service, WWW server or any other component of the Service.

10. **Visit** – a single connection with the Service during which many sites are opened, registered for one IP address over a time span of one hour, determined based on the web server Log. Visits can also be calculated by the Operator, according to the Price list, if they originate from Third Party Services.

11. **API –** an open programming interface with which programs run on systems other than the IdoSell cloud communicate, including applications written by the Operator, but installed on computers controlled by the Client or individually written applications created by the Client's programmers.

12. **API call –** execution of one instruction via the API.

13. **Transfer –** measured in gigabytes (GB), the total volume of data sent by the Service during a given Settlement Period, determined based on the Log.

14. **Traffic limit** – a limit on Transfer, Visits and API calls for a subscription chosen by the Client, determined by the Operator and enclosed in the Price list.

15. **Available disk space –** measured in Gigabytes (GB), the sum of the data volumes stored on the server that are influenced by the Client (photos, files constituting attachments, long text description of the goods). This space does not include data generated automatically by the system, beyond the control of the Client, e.g. database, cache files, system files, program code, etc.

16. **SKU -** (stock keeping unit) is an identifier used to manage a commodity. The SKU applies to each product and its variants separately. So the total number of SKUs for one product is a multiplication of the product and its variants (e.g., size, color, flavor, capacity).

17. **Qualified order -** each order Shop order or Non-Shop order with the paid status or with the cash on delivery method. Qualified orders are not orders with the status "customer canceled", "false", "lost",

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"merged". However, if the order is paid or cash on delivery method chosen, and at the same time the status of "customer canceled", "false", "lost", "merged", the Operator considers such an order to be a qualified order.

18. **Shop order** - an order placed via the Shop website.

19. **Non-Shop order** - an order placed directly through the API, via the Panel interface or marketplaces.

20. **Marketplaces** - external shopping platforms integrated with the Shop, from which a Non-Shop Order may be received into the Panel (e.g. Allegro, Amazon, eBay).

21. **Subscription fee** – payment made in advance by the Client on a monthly basis, in accordance with the selected Subscription Plan**.**

22. **Subscription Plan** - the scope of the Service chosen by the Client, determined by parameters, terms of service and prices, described in detail in the Price List.

23. **Activation fee** – remuneration for activation of the Service, paid by the Client in advance if concluded is open-ended contract

24. **Additional fee** – a fee paid immediately for services listed on the Price list, invoiced at Client's request or automatically, when quantitative limits of the Service are exceeded.

25. **Service Maintenance Fee** - the fee charged for maintaining the Service on the Operator's servers after the due of a VAT invoice has been exceeded until the amount due resulting from the VAT invoice has been paid in full.

26. **Third Party** – a legal or natural person or an organizational unit without legal personality, other than a Client.

27. **Domain** – a sequence of alphanumerical symbols, unique within the Internet, which identifies an Internet site.

28. **Activation (of a service)** - provisioning of access to functionality and resources offered by a given Service to the Client. The Service is activated after the Operator posts the activation fee.

29. **Price list** – UE Client Price List, detailed list of Services with their prices, including administrative fees, service fees, and additional fees, provided on the website of the Operator. The Pricelist also includes fees incurred to the Third Party Payment Service Provider. If an IAI Affiliate Partner provides services to the Client, they may use their own Price list in relation to services provided.

30. **Settlement currency** – the currency in which the Balance is kept and settlements with the Client are made. The Settlement currencies available to the Client within the Service are: Polish zloty, Euro, American dollar, British pound, and in the case of using the IdoPay service also Czech koruna.

31. **Spam** – an application sent by electronic mail or an application which installs itself on the computer of the Client which was not the subject of the order of the addressee. In relation to a Ticket, multiple sending of the same message or sending of messages not related to Service is regarded as spam.

32. **Administration Panel** – a management tool for the Service and Site, which requires Authorization data.

33. **Authorization data** – data (login and password) that allows access to the Administration Panel, provided to the Client during the installation process or generated by the Client using the Administration panel.

34. **Billing data** – data of the Client's company. These data must be verified by the Operator's , together with information whether the Client is a VAT payer.

35. **Template** – an interface of the Service for presentation of products and shopping dedicated for Shop's customer, which provides individual visual and navigation features.

36. **Shared server** – a server owned by the Operator, managed exclusively by the Operator, whose equipment resources are used exclusively for provisioning of the Service in such a way that Services for multiple Clients share a single hardware unit and operating system.

37. **Virtual dedicated server** – a server owned by the Operator, managed exclusively by the Operator, whose equipment resources are used exclusively for provisioning of the Service for the Client in accordance to

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the purchased Subscription plan, supported by bare metal virtualization.

38. I**ndividual server infrastructure –** a server and other elements of network infrastructure, leased from the Operator, whose equipment resources are used exclusively for provision of the Service to the Client with set parameters, priced individually and leased as per additional agreements regarding prices, rules and period of the lease.

39. **Maximum recommended number of orders per month (for the DEDICATED CLOUD subscription plan) –** number of orders in the Administration Panel per month which is used to measure possibilities of a virtual dedicated server.

40. **Guidelines –** boundary conditions and directions defined by the Client at the design stage of the Template. Guidelines are provided in a Written form before the commencement of implementation, and are not modified at the implementation stage.

41. **Supporting Applications –** additional programs installed along with the Service, which extend the standard functionality of the system. Supporting Applications may be used on the basis of subscription periods in accordance with the rules defined in the Price list, valid licenses keys or, in case of personalized solutions, in accordance with the agreement between the Client and the Operator.

42. **Individual application -** an additional program created by the Operator according to the Client's guidelines, aimed at creating additional Shop functionalities.

43. **Individual Application Hosting -** server space belonging to the Operator where the Individual Application is hosted.

44. **Balance –** a record of transactions between the Client and the Operator (in particular of deposits made by the Client), which shows the current difference between the amount of deposited funds and charges incurred for commissioned tasks and services. The current balance level is the difference between debits and credits.The Balance settled in PLN is carried in net amounts. The Balance settled in foreign currencies is carried in gross amounts.

45. **Minimum Balance –** when this balance level is reached, the Operator is no obliged to provide the Service, including the displaying of the Template.

46. **Operator's Account –** bank account , indicated by the Operator for payments for the Service in the Settlement Currency.

47. **Settlement Period –** a period for which a Service Fee was invoiced. A standard settlement period is one calendar month beginning from the first day of each month. If the first day of the production period is not the first day of the month, then the first month the Settlement Period lasts from the day of the commencement of the production period till the last day of that month.

48. **IdoSell blog –** an information sharing system for all Clients who use the Service via the Administration Panel. Information provided through the IAI blog has the same character and importance as paper documents, especially in relation to advance notifications about changes or maintenance that will be performed.

49. **Ticket –** a message sent from the CSC via a special system for communication between the Client and the Operator. Each Ticket includes, apart from its content, the first name and surname of the sender and the date and time of its creation. Tickets cannot be modified after being sent.

50. **Written form -** to preserve the written form of a legal act, it is sufficient to sign the document covering the content of the declaration of intent.

51. **Electronic form -** to preserve the electronic form of legal action, it is sufficient to submit a declaration of intent in electronic form and to provide it with a qualified electronic signature, sent by e-mail or as an attachment to the ticket.

52. **Document form -** to preserve the document form of legal action, it is sufficient to make a declaration of intent in the form of a document in a way that allows the determination of the person making the statement.

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53. **CSC – (Client Service Centre) -** a separate part of the Service, requiring access to provide Authentication Data, enabling the management of the Client's account in the Service, the use of Messages and performing other activities not directly related to the management of the Service.

54. **Affiliate Partner –** a legal person, an individual or an organization without legal entity, that is able to undertake obligations on its own behalf and to acquire rights, who was verified by the Operator and with whom the Operator signed the IAI Affiliate Program Contract. Affiliate Partner is an entity independent from the Operator, authorized by the Operator to provide services for Clients, depending on the rank and terms of cooperation, defined on the basis of the agreements signed with the Operator. The role of an Affiliate Partner is to refer Clients or Merchants and provide services for them in a quality at least similar to the Operator's.

55. **Key functionality –** all functions of the Service concerning the way a webpage is viewed by Shop's customers, website is indexed by search engines, orders are displayed, payments are processed, and shipping is managed in a timely fashion.

56. **GDPR** – Regulation 2016/679 of the European Parliament and the European Council from April 27, 2016 on the protection of individuals with regard to the processing of personal data and free movement of such data, as well as repealing Directive 95/46/WE (general regulation on data protection).

57. **Service works** - works commissioned by the Client to the Operator in the form of Tickets, performed in the Time & Material model, purpose of which is to adjust the parameters and functionality of the Service to the individual needs of the Client.

58. **Contractual works** - an agreement under which the Client commissions, in the form of Tickets, to the Operator, work carried out in the Time & Material model, consisting in modifications, mainly in the Template, which are performed on specific contract days, by a dedicated specialist from the Web Developer Coders team (called WDC specialist).

59. **Implementation works** - work commissioned to the Operator in the form of Tickets, performed in the Time & Material model, whose aim is to launch a new Store.

60. **CSC Balance** - a record of the history of transactions carried out between the Client and Shop's customers (including in particular deposits made via IdoPay and Broker respectively), showing the current difference between the state of deposits and the state of withdrawals made by the Client. The balance level is understood as the difference between deposits and withdrawals.

61. **PIN** - an individual six-digit number assigned to the Client by the Operator, sent to the Client mobile phone number after ordering the Online Shop panel by the Client to enable them to sign documents, make changes and data requiring confirmation of identity.

62. **Mobile phone number** - a telephone number mandatory provided by the Client when concluding the contract, to which the Operator sends the PIN. .

63. **Support Centre** - a module available after logging in to the user account at csc.idosell.com for contacting IdoSell support via web hotline and tickets.

64. **Third Party Payment Services Provider** - IdoPayments sp. z o. o., which is entered in the register of small payment institutions under number MIP98/2021, providing the acquiring service within the meaning of the Payment Services Act of 19 August 2011.

65. **Trade Credit** - an acceptable level of negative Balance granted at the Operator's discretion.

§ 2 – Subject of terms and initial provisions

1. Provisions comprised in these Terms and Conditions determine the mode of use of the Service, the scope of responsibilities and all other information of a regulatory character.

2. Getting acquainted with the following Terms and Conditions and Price list is an integral part of the

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contract that binds the parties and is necessary. Any behaviour of the Client or the Operator in conflict with the content of the Terms and Conditions shall cause effects that directly result from the content of the Terms and Conditions and legal regulations.

3. The Client undertakes not to seek employment or not to employ people who perform the Service on behalf of the Operator, regardless of their basis for cooperation with the Operator, starting from the conclusion of the contract for a period of 6 months after its completion or termination. In the event of a breach of this obligation, the Client will pay the Operator a contractual penalty in the amount of the annual remuneration to which the given person was entitled at the Operator.

§ 3 – Conclusion of the Contract and implementation work

1. Unless these Terms and Conditons provide otherwise, the contract is concluded through the tools available on the Operator's website in the following steps: reading the provisions of the applicable Terms and Conditions and Price List, placing the order, accepting the provisions of the the applicable Terms and Conditions and Price List, which are an integral part of the concluded contract, and making the payment of the first fee. After posting the first fee to the Operator - the Service is activated. The Client is oblige to generate form of agreement in Document form from CSC. When concluding an agreement with the Operator, at the same time - under separate terms and conditions and with the Client fulfilling the conditions indicated in these terms - there is a conclusion of an agreement with a Third Party Payment Services Provider, which will provide the Client with the acquiring payment service IdoPay, which supports making payments in the Stores and is integrated with the Store service. The Operator is an agent of the Third Party Payment Provider at the conclusion and termination of the agreement with that provider.

2. By activating the Service the Client declares that:

   a. The name of the Service and products sold do not infringe the rights of Third parties or any laws in effect, in all countries where sales take place.

   b. If products are sold within the European Union, the Client will adhere to EU laws, tax and standards, - or where the products are imported from in particular, provisions related to the proper settlement of taxes.. In particular, the Client declares that truthful and accurate delivery times, telephone number and email address, are always displayed and are easily accessible by the Shop's customers.

   c. The Client shall not utilise the Service, or any of its parts, to either offer or promote gambling services in a manner contradicting the current Polish law.

   d. If the Operator suffers any damage caused by the use of the Service by the Client or by sale of products which infringe rights of Third parties or any laws effective in countries where sales take place, the Client is obliged to redress the damage in its full value.

   e. The Client is obliged to present true and up to date Billing Data when ordering the Service. - Failure to provide data or their incompatibility with information resulting from the relevant registers may result in limitations in the Operator's provision of all or part of the Services or termination of the contract with immediate effect due to the fault of the Client/ Merchant.

   f. The Client is obliged to immediately notify the Operator about the suspension and the commencement of business activity.

   g. When ordering a Service, the Client selects a Subscription Planand possibly an Implementation package.

3. The contract is concluded for an indefinite period.

4. After the expiry of the period of validity, a fixed term contract is automatically converted into an open-ended contract and will be treated in this way, unless the Client submits a declaration of no desire to transform a contract concluded for a fixed term into an open-ended contract. The above statement may be submitted in the form of a Ticket.

5. The Operator grants the Client a test period, which is 30 days from the moment of Service Activation. The

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testing period is the time during which the Client can get acquainted with the functioning of the Service. If during the testing period the Customer communicates by Ticket his/her intention to resign from the Service, the money for the Subscription Fee and the Activation Fee shall be returned. In this situation, the contract is terminated at the end of the testing period. The Operator reserves the right to charge a processing fee to the one charged for the return of the overpayment from the Balance, in accordance with the Price List.

6. The contract is subject to assignment, provided that all the provisions of the Terms and Conditions are respected by the parties making the assignment. The assignment is carried out in CSC by the Client-Assignor, or by a person whom the Client or Merchant has granted a power of attorney, with the consent of the Operator - under pain of nullity. The assignee is obliged to complete the contract form available in CSC. The assignment agreement comes into effect upon the consent of the Operator.

7. The Operator reserves the right of refusal to conclude the Contract. If the Operator refuses to conclude the contract, no fees shall be charged to the Client.

8. The Operator is not responsible for problems which result from delays caused by Third Parties (banks, post office, domain registrars, etc.).

9. The first payment:

   a. When choosing the Elastic CLOUD Subscription Plan, the amount of the first fee corresponds to the sum of the Activation Fee and the Subscription Fees for three months .

   b. In case of choosing the Smart CLOUD Plan it is the sum of 12 Subscription fees and the and Activation fee.

   c. In the event that the Client makes a payment higher than that resulting from points a-c, the remaining funds shall be credited to the Balance and may be used for purposes other than the Subscription Fees, if the Customer so chooses.

§ 4 – Personal data protection and privacy policy

1. The processing of personal data provided by the Client during Activation is carried out on the basis of Article 6, paragraph 1, point (b) of the GDPR, for the purpose of providing the Service by the Operator and issuing accounting documents, as well as on the basis of consent expressed on the basis of Article 6, paragraph 1, point (a) of the GDPR on the processing of the Client's personal data for marketing purposes.

2. On the basis of Article 6, paragraph 1, point (b) of the GDPR, the Operator processes Client's personal data in the form of profiling reservation services provided by the Client in the scope of customer service and marketing. The Operator does not make automated decisions concerning the Client on the basis of profiling referred to in Article 22, paragraph 1 and 4 of the GDPR.

3. For purposes related to safety and improving the quality of services, all telephone calls and online calls are monitored. The legal basis for the processing of personal data is the consent of the Client expressed by continuing the conversation. In justified cases, this period may be extended. Recorded conversations will be made available only to authorized persons or bodies.

4. The Administrator of the Client's personal data is the Operator, i.e. IAI S.A. - with headquarters in Poland, Aleja Piastów 30, 71-064 Szczecin, +44 207 1931 010 Ext. 1, office@idosell.com.

5. The Operator will store the Client's personal data until the expiry of the limitation period for claims arising from the concluded contract or for the period required by separate regulations regarding tax and accounting obligations - depending on which period ends later. After this date, the Client's personal data will be processed by the Operator on the basis of Article. 6, paragraph 1, point (f) of the GDPR, i.e. with intend resulting from legitimate interests pursued by the Operator for the purposes of marketing campaigns.

6. The Client has the right to request from the Operator the access to their personal data, rectification, deletion or limitation of processing, as well as the right to object to the processing (also for marketing

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purposes, including profiling) and the right to data transfer.

7. If the processing of personal data by the Operator is based on the consent given by the Client referred to in Article 6, paragraph 1, point (a) of the GDPR, the Client has the right to withdraw consent at any time without affecting the legality of the processing, which was made on the basis of consent before its withdrawal.

8. The Client has the right to lodge a complaint to the supervisory body, which is the President of the Personal Data Protection Office.

9. Providing personal data by the Client is a contractual requirement and is voluntary, but necessary to complete the Service. Failure to provide personal data results in the refusal to provide the Service.

10. The Operator commits to comply with the secrecy related to the Client's data, including data of Shop's customers, as well as not to disclose the data to unauthorized persons and to securely protect this information against access of any unauthorized persons. The Operator can not use this data for purposes other than those specified in §4, article 1 and 2 of the Terms and Conditions.

11. The Operator has the right to use the Client's information only in an aggregated manner that does not allow identification of the Client or the Shop's customer, for the needs of reports.

12. The Operator has the right to publish the basic data of the Client (company name, address of the Site) on the list of references, unless the Client declares otherwise. At the request of the Client the Operator is obliged to remove the data from the list of references as soon as possible, with the exception of non-editable materials, in particular printed materials, which the Operator reserves the right to keep using.

13. Payment data of Client referred to the Operator by IAI Affiliate Partners (including Bronze Level Partners), shall be visible to the respective acquiring partner in order to make settlements under the affiliate program. Client can choose not to make such data available to the acquiring IAI Affiliate Partner by making a suitable statement in a Written form, which will result in the partner no longer receiving the relevant commission.

14. If the Client switches on any of the dedicated Third Party integration via the Service, or sets up and manages external Third Party integration on their own, both the Client's and Shop's customers' personal data is made available to Third Parties solely at the Client's risk. The purpose, mode and terms of processing of such data by a Third Party should be defined in a separate contract between the Client and the Third Party. The Operator is not responsible for consequences of provision of such data to a Third Party.

15. By using the Affiliate Partner External Services, the Client entrusts Affiliate Partners with the processing of the Shop's customer personal data in the scope and purpose necessary to perform the service, which obliges them to conclude an appropriate agreement with Affiliate Partners.

16. All data created as a result of use of the Services is regarded as the property of the Client. Such property does not cover:
    a. Any rights to the Service or the Operator's software enabling the operation of the Service.
    b. Any elements of the Service within a different scope than the exportable data.
    c. Data structures other than those contained in the exported data.
    d. Data which could not be exported independently at the moment when the Service was ordered, in particular information which requires the Operator to create custom software in order to be exported.

17. In the event that a test page is displayed in relation to planned maintenance, a breakdown or blocking of the Shop, Client agree that their Billing Data can be displayed.

18. The Operator undertakes to comply with the privacy policy published on the Operator's Website.

19. More current information on the protection of personal data, including the information obligations required by the GDPR, can be found in the privacy and security policy of IAI S.A. - in the "Information compliant with the GDPR" tab available on the Operator's website.

§ 4a – Entrusting data processing to the Operator

1. The Client declares to be the administrator of the personal data of Shop's customers supported within the Service, as well as personal data of the Client's employees, associates and contractors which is disclosed to the Operator to ensure the provision of the Service and the data is processed in accordance with applicable law.

2. By expressing consent for provision the Service and accepting these Terms and Conditions, the Client entrusts the Operator with processing personal data of Shop's customers, employees, co-workers and contractors who operate on the basis of the Software used as part of the Service, as well as the personal data of their employees, associates and contractors shared with the Operator to ensure the provision of the Service for its duration and in the scope of storage, preservation, processing and sharing. The Client entrusts the Operator with the following Shop's customer data: name, surname, registered office address, correspondence address, e-mail address, telephone number, tax Identification number, bank account number or other personal data which is necessary to complete the purchase and which the Client requires to be provided in the purchase process.

3. The Customer's consent for provision of the Service and acceptance of these Terms and Conditions constitute a documented order referred to in Article 28, paragraph 3, point (a) of the GDPR.

4. The Operator commits to process the personal data provided to him in the above-mentioned scope in accordance with the law and security regulations and the privacy policy referred to in § 4 of the Terms and Conditions, so that the processing protects the rights of data subjects.

5. The Operator obliges to take all measures required under Article 32 of the GDPR, i.e. taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing, as well as the risk of violating the rights or freedoms of natural persons with different probability of occurrence and threat weight, the Operator will implement appropriate technical and organizational measures to ensure the security level corresponding to this risk.

6. The Operator ensures that the personal data entrusted to him will be disclosed only to individuals authorized to process personal data, who will be obliged to keep it confidential.

7. The Client expresses general consent for the Operator to use services of other processors. The Operator commits to inform the Client about any intended changes regarding the addition or replacement of other processors, thus, giving the Client the opportunity to object to such changes within 7 days from the date of notification. If the Client objects, § 7 sec. 5 is applicable.

8. If the Operator uses services of another processing entity to perform specific processing operations on the Client's behalf, the processing entity is obliged - under a contract or other legal act subject to the European Union law or the law of a Member State – to obey the same data protection regulations as in the contract or other legal act between the Client and the Operator referred to in this paragraph of the Terms and Conditions, in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing complies with the requirements of this regulation. If this other processor fails to fulfil its data protection obligations, the Operator bears full responsibility towards the Client for the fulfilment of the obligations of this other processor - limited to the amount of a 1-month Subscription Fee. In the event of damage exceeding the 1-month Subscription Fee, the Client may claim supplementary compensation on general terms.

9. Taking into account the nature of the processing, the Operator, as far as possible, commits to assist the Client by means of appropriate technical and organizational measures, to comply with the obligation to respond to the requests of the data subject, in the exercise of its rights set out in Chapter III of GDPR, and to fulfil the obligations set out in Article 32-36 of the GDPR.

10. After completing the provision of the Service, the Operator, depending on the Client's decision, deletes or returns any personal data to the Client and removes all existing copies, unless European Union law or Polish law requires the storage of personal data.

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11. The Operator provides the Client with all information necessary to demonstrate compliance with the obligations for the lawful processing of personal data and enables the Client, or the auditor authorized by the Client to carry out audits, including inspections, and contributes to them.

12. The Operator will also make available to the Client, upon request, the Personal Data Protection Policy (in parts relevant for the Client) in order to demonstrate that the Operator fulfills obligations under these Terms and Conditions.

13. The Client requests to conduct an audit at the Operator or review the Data Protection Policy to the Operator's Data Protection Inspector.

14. After receiving the request by the Operator, the Operator and the Client will discuss and agree in advance upon:
    a. The date (s) of the Data Protection Policy review as well as the security and confidentiality principles applicable to each review of the data protection policy;
    b. The reasonable start date, scope and duration and security and confidentiality conditions applicable to each audit.

15. The Operator may charge a fee (based on reasonable Operator's costs) for each review of the Data Protection Policy and / or audit. The Operator will provide the Client with additional details of any applicable fees and the basis for their calculation, before such a review or audit. The Client will be responsible for all fees charged by the auditor appointed by the Client in order to perform such an audit.

16. The Operator may submit in writing objections to the auditor appointed by the Client to conduct the audit, if the auditor is not, in the reasonable opinion of the Operator, suitably qualified or independent, is related to the competition of the Operator or otherwise clearly inappropriate. All such reservations on the part of the Operator will require the Client to appoint another auditor or carry out the audit himself.

17. The Operator immediately informs the Client if, in his opinion, the instruction given by the Client constitutes an infringement of the GDPR or other provisions of the European Union or Polish law on data protection.

18. The Operator is liable towards the Client for damages caused by the processing of entrusted personal data of the Client only when the Operator has not fulfilled the obligations that the GDPR imposes directly on him, or if he acted outside the lawful instructions of the Client, or contrary to these instructions. The Operator is liable to the amount of a 1-month Subscription Fee. In the case of damage exceeding the amount of 1-month Subscription fee, the Client may claim supplementary compensation on general terms.

19. The provisions of § 4, paragraph 12 apply accordingly.

§ 5 – Invoices, settlements and balance

1. After each Settlement Period The Operator shall issue a VAT invoice witch the Client is obliged to pay by the date indicated therein.

2. The date when a transfer is credited to the Operator's Account is regarded as the date of payment.

3. Any additional charges or commissions related to processing the payment will be borne by the Client:
    a. In the event that the Client makes payment in a currency different from the Settlement Currency, the Operator shall credit the Balance with the amount in the Settlement Currency which was credited into the Operator's account after conversion of currencies by the bank or a different system of payment clearance. The Operator is not responsible for the exchange rate at which the payment was converted.
    b. If a payment handling fee is charged to the Operator's Account, it may be deducted from the Client's Balance.
    c. At the request of the Client the Operator shall provide access to a statement from the Operator's Account to prove all additional charges and commissions.
    d. If Client do not comply with guidelines provided in the Reports and Finances section of the

Administration Panel, in particular if he do not comply with the suggested title and method of payment, the Operator is not responsible for errors or delays in clearance of payments.

e.   In the event of a payment with erroneous or incomplete description which makes its identification difficult or impossible, the Operator reserves the right to keep the payment until the identity of the Client is established and, if suitable, to make a back payment into the account of the sender, less the cost of the handling fee in the amount that corresponds to the cost of the operation.

4.   Settlements between the Operator and the Client may be based on Trade Credit. The amount of Trade credit is determined individually based on the analysis of the Clients's needs and payment capabilities. The amount of Trade credit, its change or withdrawal will be notified to the Client by the Operator by Tickets.

5.   Additional regulations:

a.   After exceeding the VAT invoice payment due date, if the whole sum is not paid or when the Balance limit is exceeded the Client may be restricted from using the Service.

b.   After 30 days exceeding the VAT invoice payment due date, without the payment for the whole sum, The Operator may terminate the agreement due to the Clients's default. The Client may be charged additional fees indicated in § 6 sec. 6 letter b.

c.   In the case of fixed-term agreements the Operator may consider the Client to have terminated the Services pursuant to § 7 sec.1 letter c. The Operator may charge fees in accordance with § 7sec. 1 letter c and § 6 sec.6 letter b.

d.   For each day of delay in payment of the VAT invoice, the Operator has the right to increase the following invoice by an additional payment for maintenance of the Service, at 0.038% of the total value of the VAT invoice (13.87% annually). The total number of days of the delay is equal to the difference between the payment deadline and the date of a full payment being received. Unless the parties agree otherwise, partial payment of the VAT invoice shall not decrease the number of days of delay.

6.   If the Client makes a payment that exceeds the amount of invoices to be paid (overpayment), the Operator is entitled to refund the difference between the payment and the sum of invoices to be paid.

a.   The Client's application to return the Balance surplus has to be made within 60 days from the moment of termination of provision of the Service, however, not earlier than on the day of its termination, always in a Written form. A handling fee, defined in the Price list, is charged when processing the return.

b.   A return can be made only to a bank account within the SEPA banking system or accounts in other payment systems which are used by the Operator. Commissions charged by Banks and other transaction systems shall always be charged to the Client.

c.   An application for the return may not relate to any work or tasks which cost had been accepted by the Client, had been started and not finished by the moment of termination of the Serviceas well as costs of additional services, such as IAI Ads, IdoPay, IdoSell Broker and other services discussed in §9, which may be settled after the period of notice, due to settlements between the Operator and its partners. Any additional payments for such tasks shall not be returned.

7.   VAT Invoices are issued in an electronic format, without a signature and sent by EDI system accessible via CSC.

8.   The Operator declares that the exchange of electronic data meets the standards of the European EDI model described in article 1 of the 19th October 2004 European Commission Recommendation no. 1994/820/EC related to legal aspects of exchange of electronic data (the Official Journal UE L 338 of 28th December 1994). The procedures applied guarantee the authenticity of origin and data integrity. Paper copies of invoices shall be issued when ordered via the Administration Panel and their dispatch will be connected with a handling in accordance to the Price list,unless they are delivered electronically.

9. The Minimum Balance is:

    a. An amount of Trade credit granted.

    b. Zero for all others Clients.

10. Balance is decreased by:

    a. Recurring fees which are charged at the start of each settlement period.

    b. Agreed upon costs of additional tasks.

    c. Cost of license keys or subscription fees for paid Supporting Applications.

    d. Additional charges for exceeding the Traffic Limits in accordance to the Price list.

    e. Any Additional fee charged in accordance to the Price list.

11. Balance is increased by:

    a. Payments credited.

    b. Bonus received or reimbursements after valid Client complaints.

    c. Difference between the actual cost of a paid additional task and the initially agreed upon cost, if the task was completed in less time than initially planned.

12. If the Client has funds in the CSC Balance, and the same time there is a debt in payments for the Service, the Operator has the right to automatically transfer such funds to the Balance in order to cover the debt. The Operator considers this action to be identical to the payment of funds from the CSC Balance, and then payment to the Balance in order to settle the debt, made by the Client.

13. The Operator indicates an appropriate Operator's Account for each Settlement Currency.

14. The Client may make payments to the Operator via payment cards, on the basis of a standing order allowing for payments in an automated manner. Recurring Payments will be launched provided that the Client agrees to withdraw funds from the payment card indicated by them, until the Client revokes this consent. If it is not possible to debit the card, the Client will be asked by the Operator to take the action of making the payment themselves.

15. If the Client, before the expiry or termination of the contract with the Operator, fails to provide and verify with the Operator their bank account number, in accordance with the Operator's procedure, the funds accumulated on the CSC balance are forfeited to the Operator - after the expiry of the limitation period for the claim of the Client for the payment of these funds.

16. Funds, in respect of which the claim for payment as at 31.01.2021 is expired, are forfeited to the Operator.

17. In the case of Clients making payments to the Operator by payments cards, if the Minimum balance is exeeded or there is one VAT invoice due and not paid in full - the Operator may automatically collect funds form the Client's payment card:

a. In the case of unpaid VAT invoices - up to amount due on that account.

b. If there are not funds on the payment card, the Operator shall debit the above amounts from the CSC Balance.

After performing the operations referred to above, the Operator sends an automatic message to the Client with information on debt settlement.

18. If the Operator is referred to the law enforcement agencies enquiries relating to the activities of the Client in connection with the service provided by the Operator or receiving complaints from Shop's Customers regarding the fulfillment of agreements concluded by the Client - Operator until the situation is clarifield may block the possibility of the Client to withdraw funds form the CSC Balance.

§ 6 – Changes to the contract and terms

1. When new versions of the Terms and Conditions and Price list are published, they are in effect indefinitely, or until subsequent new versions are published. The Operator reserves the right to make

changes, when provisions of the Terms and Conditions allow for that or the changes are required by a serious reason indicated in the Terms and Conditions, e.g. an obligation to adjust the content of the Terms and Conditions. A publication in the IdoSell Blog system is regarded as an effective notification of a change in the Terms and Conditions and in the Price list.

2. The Operator shall inform the Client of any changes in the Terms and Conditions, the Price list, and of new elements of the Service or of any modifications to the existing Service functionality which are deemed important by the Operator, on the main page of the Administration Panel, via the IdoSell Blog system.

3. The Operator has the right to make necessary changes in the Terms and Conditions and in the Price list during the term of the Contract:

    a. The Client will be informed of a planned change in the Terms and Conditions or in the Price list at least one Settlement period prior to the change being made..

    b. The Client shall be entitled to refuse to accept the new Regulations and Price List prior to the date of their proposed entry into force. Non-acceptance of the new Rules and Regulations and Price List is tantamount to the submission of a notice of termination on general Terms and Conditions, counted from the day of the receipt of the refusal in a Written Format,

        –   Clients with an open-ended Contract have the right to opt for either a 2 or 3 month termination period, which goes into effect at the end of the month. In the case that neither option is specified by the Client ,the 3 month termination period is assumed.

        –   The termination period for Clients or Merchants with a fixed term contract is described in § 7 sec. 1 letter c and d.

    c. If the notice of termination is submitted prior to the effective date of the new Price List and Terms and Conditions, the Terms and Conditions and Price List in effect on the date of the notice shall apply, if so specifically indicated by the Client.

    d. Changes in the functionality of the Service are not subject to retention in the previous version or functionality in the case of notice of termination, unless they prevent the Client from operating the Service normally, i.e. conducting online sales.

    e. Changes to the functionality of the Service with respect to integrated Third Party services are not subject to retention in the previous version or functionality in the event of termination.

4. Client can change, or commission changes to Service parameters in the Administration Panel and CSC.

5. In case of delay with payment for more than 30 days, if the Client has a Subscription Plan with Dedicated Server or Virtualized Dedicated Server, the Operator has the right to decide to move the store at the expense of the Client, accounted for in accordance with the Price List, to the Shared Server, downgrade the Subscription Plan to Elastic CLOUD variant and account subsequent settlement months according to it. The renewed willingness to rent a Virtualized Dedicated Server or migrate to a Subscription Plan with Dedicated Server will be executed only by migration to CLOUD PRO Subscription Plan according to the general rules.

6. The Operator has the right to charge Additional fees in the amount consistent with the Price list when Additional services were ordered via the Administration Panel or automatically when:

    a. The limit of the service related to the free Traffic Limit or the quantity of products has been exceeded.

    b. The Shop was removed as a result of termination of the Contract due to unpaid liabilities. In this case, the Client shall be charged a fee for blocking access due to arrears in payments and a fee for a letter-post item in Europe in accordance with the Service Price List.

    c. The Client did not meet the termination deadline.

    d. The payment deadline for an invoice has been exceeded in accordance to § 5 sec. 5 letter d.

    e. When additional recurring services are ordered, the Operator may assume that the Client expects such

services to be maintained cyclically. If the Client does not notify at least 3 weeks prior to the end of a settlement period of their willingness to resign from the Service, the Operator extends validity of the service by one settlement period.

7. During the term of Contract, the Subscription Plan may by changed ad the request of the Client, and in the case of Smart Cloud Subscription Plan also by the Operator. In this situation:

   a. The unused amount of the old Service Fee calculated proportionally to the number of days that remained till the end of a given settlement period counting from the day when Subscription plan was changed shall be returned to the Balance. New Service Fee will be charged to the Balance after being calculated proportionally to the number of days that remained until the end of a given settlement period from the day when the change took place.

   b. Change of the Subscription Plan between Smart CLOUD and Elastic CLOUD or CLOUD PRO is carried out at the end of the day following the Client's willingness to make such a change.

   c. When changing the Smart CLOUD Plan to the Elastic CLOUD or CLOUD PRO the settlement of unused amount of the Subscription Fee shall be settled in accordance with §6 pkt.7a.

8. Smart CLOUD Plan is counted from the date of activation for 12 months or until the moment of changing to a higher Subscription plan.

9. The value of the Subscription Fee for the change of the Subscription Plan during the Settlement Period is calculated proportionally, with reference to § 6 pkt. 7a.

10. If the maximum number of Shop Orders in the Smart CLOUD Plan is exceeded, the Operator has the right to transfer to a higher plan.

11. If the Operator provides the Client with more than one Price list to choose from:

    a. The Client may change the Price list effective via the CSC.

    b. Each Price list has a different Settlement Currency assigned to it.

    c. If the Client changes the Price list, the Settlement Currency is changed as well.

12. The Client may not change the Settlement Currency without a change of the Price list.

13. If the Client changes the Settlement Currency and the Balance is positive:

    a. The Client indicates whether the Operator is to return the surplus of the Balance on general terms or to convert the currencies.

    b. At the moment of conversion of the Settlement Currency, the Balance in the previous Settlement Currency is reset.

    c. If the Client, in accordance with § 6 sec. 13 letter a, requests that the balance surplus be converted, within 5 working days the Operator shall calculate the value of the Balance in the previous Settlement Currency and shall convert it into a new Settlement Currency, at the exchange rate of the National Bank of Poland on the day of the conversion, and shall credit the new Settlement Currency Balance.

    d. The Client may not apply, in accordance with § 5 sec. 6, for a return of a surplus Balance which results from a conversion described in § 6 sec. 13 letter a.

14. Client may not change the Settlement Currency if the Balance is negative, or if he is on a fixed term Contract.

§ 7 – Contract termination

1. Contract can be terminated by:

   a. The contract can be terminated by the Client, if it is an open-ended Contract, by adhering to the 2 month, or longer, termination period requirement.

   b. The contract can be terminated by the Operator, with a 3 month termination period, by a unilateral statement, not requiring confirmation by the Client, made in a Ticket, effective from the end of the

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current settlement period.

    c. A fixed term Contract cannot be explicitly terminated by the Client. If the Client requests the Contract to be terminated prematurely, the Operator removes the Client's access to the Service, while keeping it operational and ready for resumption for the entire period of the fixed term Contract, which includes server resources, software updates and readiness to provide technical support. In this case, the Client is issued with an invoice for the sum of Subscription fees applicable from the date of access removal, to the end of the Contract term, and is obliged to settle it within the period indicated on the invoice. The applicable amount will be calculated based on the Elastic CLOUD Subscription plan if the Client used the Elastic CLOUD or CLOUD PRO Subscription plans or Smart CLOUD, if the Client used this Plan, according to the prices offered by the Operator at the time of charging. At the same time, the Operator has the right to charge an additional fee in accordance with the applicable Price List in accordance with § 6 sec. 6 letter b.

    d. In the event that the termination period requirement is not adhered to, the responsible party will pay a fine in the amount equivalent to the highest Service Fee with the Commission added applicable during the Contract period, for each month of the required termination period.

2. Contract termination of an open-ended contract by the Client, otherwise being null and void, takes place in: CSC in a Document form or in a Written form which must be delivered to the Operator's official address.

3. During the period of notification and two months before, the Client may not change the Subscription plan to a lower one. The Client shall be charged in full for all Additional tasks ordered. If any Additional tasks are not finished before the end of the termination period, they will be treated as completed during the last month of the termination period. In the event of the Subscription plan being downgraded within 2 months before the start of the termination period, the Operator may charge a surcharge, as if the Client paid for the higher Subscription plan.

4. Clients are obliged to provide correct billing data during the whole term of the Contract. -

5. Providing false billing data, data which is not up to date for at least 2 settlement periods after data is changed, lack of notification about a cession of rights for at least 1 settlement period after the transfer of ownership of an Administration Panel or deletion of business activity from the relevant register or suspension of business activity, and conducting sales without having a company and by the same infringement of provisions of the Terms and Conditions, as well as express objection defined in § 4a sec. 7 of the Terms and Conditions authorize the Operator to cease provision of the Service and terminate the Contract with immediate effect, without adhering to the termination period requirement, at the fault of the Client.

6. The Operator reserves the right to terminate the Contract with immediate effect at the fault of the Client by a unilateral statement, not requiring confirmation by the Client, made in a Ticket., if:

    a. Provisions of the Terms and Conditions are infringed by the Client in a flagrant manner, in particular related to the Client's arrears in payments;

    b. Laws and regulations effective in Poland or in another country where the Client's sales takes place are flagrantly infringed, including the Client selling products illegally, selling stolen products, sending out spam, or there is a suspicion of abuse or crime,-

    c. The Service is used contrary to its designation or the Client acts intentionally to cause damage to the Operator.

7. If the Contract is terminated as a result of circumstances described in § 7 sec. 5 or § 7 sec. 6, and the Balance is positive, the Operator is not obliged to return the available funds to the Client.

8. After termination of the Contract the Operator reserves the right not to archive any data and to refuse to generate any data except copies of invoices VAT relating to charges for the Service. The Operator has the right to delete all information at their own discretion, however not earlier than 1 month from the date of

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termination of the Contract or 14 days from the receipt of request from the Client in a Written form subject to the provisions of § 4 and § 4a of the Regulations.

9. During the termination period, if the termination request was filed by the Client, the Client has the right to cancel the request and resume using the Service as normal. If the termination request was filed as a result of events described in § 6 sec. 3 letter c, cancellation of the notice means acceptance of the new Price List and Terms and Conditions as well as choosing one of the three Subscription Plans; Smart CLOUD, Elastic CLOUD or CLOUD PRO. If the Client used the Agreement for a specified period, the Balance will be refunded to him equal to the amount he paid for the period from the withdrawal of access to the end of the term of the agreement, from the moment of canceling the suspension to the end of the term of the agreement.

§ 8 – Detailed conditions of provision of services by the Operator and implementations works

1. The Operator is obliged to provide the Service, for which the Client paid the Service Fee, in a continuous and uninterrupted manner, unless provisions of the Terms and Conditions were infringed and the Contract was terminated. If it is necessary to temporarily disconnect access to certain elements of the Service, as far as it is possible the Operator is obliged to inform Client of it in advance.

2. In the case of Smart CLOUD, Elastic CLOUD and CLOUD PRO plans, there may be technical differences that make the selected plans better suited to the needs of more demanding Shops. In this case, it is recommended to change to a higher subscription plan.

3. The Operator does not maintain Services being used inconsistently with their intended designation.

4. The Operator can change the Client's Subscription Plan if:

    a. Amount of surcharges on the Elastic CLOUD Subscription Plan or the Smart CLOUD Subscription plan is unfavorable for the Client, and the Client should use the CLOUD PRO or Elastic CLOUD Subscription plans instead.

    b. The maximum number of qualified shop orders specified in the Price List or the maximum number of API calls indicated in the Price List in the Smart CLOUD Subscription Plan has been exceeded. Then the Smart CLOUD Subscription Plan will be automatically changed into the Elastic CLOUD Subscription Plan. Return to the Smart CLOUD Subscription Plan will be possible, provided that the API call limit and limit of the orders indicated in the Price List is not reached during the Billing Period of the validity of the Elastic CLOUD Subscription Plan.

    c. Current Subscription plan is no longer available in the Operator offer and its use by the Client is unfavorable for the Client or the dedicated server if overloaded, or its load causes visible slowdown in the Client's Shop.

5. The Operator reserves the right to reject a Client's request for migration to a lower Subscription plan if the Service, after such migration, may not work correctly or it performance will be visibly slower.

6. If the Transfer Limit, or the quantity of products are exceeded during a Settlement period, an additional fee shall be charged in accordance with the Price list. The total number of products in a Settlement period means a total number of non-deleted products. Except for the situation described in § 8 point 4 b.

7. The moment the Service is terminated, all recurring and additional services, and Supporting Applications and Individual applications operating within the same domain are deactivated, regardless of the how long the service fee was paid for.

8. Service fees and additional fees are charged to all Shops in one panel combined. Activation fee is charged upon activation of the first Shop. Upon activation of subsequent Shop an activation fees fare charged in accordance with the Price list.

9. Service fee covers exclusively the remuneration for the usage of the Service. It does not cover costs related to obtaining access to the Service, in particular telecommunication charges, purchase of hardware

or software for the use of the Service, purchase of a custom domain, design of websites or configuration of a computer system in the Client's office.

10. Fees for an order over the limit in Subscription Plans are charged, provided that a given Subscription Plan includes surcharges for exceeding the limit::

    a. daily, in total for all Shop orders within the Administration Panel,

    b. after exceeding the limits specified in the Subscription Plan in a given Billing Period,

    c. for each Qualified Shop on non-shop order ,

    d. orders placed by POS are not taken into account.

11. If an Implementation works is ordered, relevant work is executed on the basis of Guidelines provided by the Client, If the Client provides a custom Template design executed, such design is regarded as Guidelines.

12. If, after the Client has accepted the task related to the implementation of the Implementation works, they submit a declaration of resignation or another statement, the content or intention of which is the lack of willingness to continue cooperation in this area or their attitude, in particular no contact, no response to Tickets - as indicated above - funds paid by the Client for the implementation of the Implementation works are not refundable in full or proportionally to the work performed, except for situations where the resignation is due to the Operator's fault.

13. The use of the ready Templates as part of the Service does not require concluding an additional license agreement with the Operator. The use of prepared materials in the form of logos and Templates as part of the Implementation works outside the Service is allowed. The use of other prepared materials as part of the Service does not require an additional license and such a license is included in the fees for the Service.

14. The use of the ready Templates in other fields of use than the use of the Service requires an additional license agreement with the Operator, as these elements are protected by law and it is forbidden to use them outside the Service.

15. The Operator has the right to conduct activities limiting the parameters of the service in order to protect the correct operation of the Key functionalities.

    a. In the event of overloading the Server, preventing or slowing down the browsing of the Shop's website, the Operator has the right, without prior warning, to temporarily, automatically block non-key functionalities of the Service, in particular, to temporarily limit the availability of API or other functions requiring high computing power, so that the Service can perform tasks in the field of Key functionalities.

    b. When the Client uses Smart CLOUD, Elastic CLOUD Subscription Plans and uses the resources of the Server on which the Services of other Clients are placed, the Operator has the right to introduce clearly defined limits on the Operator's Website as to the frequency of downloading or generating specific information, transmitted e-mails, etc.

§ 9 – Detailed conditions for subscription services and technical support

1. Usage of selected Supporting Applications requires a valid license key:

    a. Purchasing a Supporting Application license key guarantees that the applicable terms and conditions will not change during the entire period of its validity. This also applies in a situation where a license key is provided free of charge. Utilizing a Supporting Application subscription guarantees that the applicable terms and conditions will not change during the entire Billing Period of the subscription. This also applies in a situation where a Supporting Application is provided free of charge.

    b. The Operator is not obligated to extend license key validity in a case where the relevant Support Application is no longer supported. License keys cease being valid once the Service is no longer provided.

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c. Every Client has the right to a thirty day Supporting Application test period for Applications provided in the subscription model. During this period, no charges are applied for Application usage. The test period is non-divisible and can be used only once, prior to the first proper subscription period.

d. Ordering a Supporting Application starts a subscription, the first 30 days of which are free. The Client may, at any time, explicitly end a subscription in the Administration Panel. If a subscription is canceled during the test period, no charges are made to the Client's account.

e. The minimum period of paid usage of a Supporting Application is one Billing Period. All charges are calculated according to the Price List in the same form as recurring charges, at the start of each Billing Period.

f. The Operator assumes that the Client requires recurring usage of Supporting Applications. If the Client does not explicitly cancel an active Supporting Application prior to the end of the current Billing Period, the Operator will renew the Application for the subsequent Billing Period.

g. If the Client cancels a Supporting Application during a Billing Period, the charge for this Billing Period is calculated proportionally to the time the Application was used by the Client.

h. The Operator is not obligated to renew a subscription in case a Supporting Application is no longer supported.

i. Subscriptions cease being valid once the Service is no longer provided.

2. The Operator may provide additional services regulated in tseparate Terms and Conditions relating to these services or on the Operator's Website which are active at the time of installation of the Service by the Client.

a. Complaints related to such services shall be handled according to regulations outlined in these Terms & Conditions, unless individual service Terms & Conditions or information on the Operator's website state otherwise.

b. Additional services may be run on behalf of the Client with the assumption of a predefined minimum period of using these Services. In the event the Client resigns from such a Service before the minimum period has elapsed, the Operator has the right to charge the Client a compensatory payment on the terms applicable under the given additional Service.

c. The Operator has the right to limit or exclude Client access to the Services described in this section of the Regulations without giving a reason.

d. Services offered as part of this model are:

  – Ido Accounts

  – Google Advertisements from IdoSell -

  – IdoPay

  – IdoSell Broker

  – IdoSell RS

  – Searching Pro

  – Dynamic Product Groups

3. The Operator is obliged to provide the Client with necessary information for correct use of the Service and to provide technical support:

a. Technical support is available in at least one language.

b. The Operator provides technical support only in languages offered in the Price list.

c. At determined hours, under the scope of standard technical support, the Operator also offers an online helpline. If the discussed issue requires documentation or transfer of data, the Operator may refuse to solve the issue online and direct the Client to make contact via Tickets in the CSC.

d. Tickets are the base form of technical support. The Operator is obliged to receive Tickets 24 hours a

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day and to answer them as quickly as possible, on the same terms for all Clients.

    e. The Operator has the right to charge a fee for training, in training locations indicated in the Price list, for each commenced hour of training and to limit the duration of such training in accordance with the Price list.

    f. The Operator has the right to charge a fee for training outside the Operator's head office in an arbitrary way including transportation costs, daily allowance and accommodation of the trainer delegated for the training.

    g. The Operator has the right to refuse to carry out training outside the head office without any justification.

    h. The Operator has the right to refuse to provide technical support and responding to other forms of communication on the part of the Client,, if the Client uses language or other means of expression which are generally regarded as offensive and obscene. In such event provision of technical support and responding to other forms of communication on the part of the Client, shall be suspended until the time when the Operator notes a considerable improvement in communication.

    i. The Operator has the right to refuse to provide technical support for an integrated Third Party service, if the Operator makes it possible for the Client to download integration data (e.g. transfer records) and this service was integrated in accordance with delivered technical documentation which was made available by the provider of the service. In such event the Client should contact the Third Party who provides integrated services for technical support.

    j. The Operator has the right to refuse to provide technical support for any functionality of the Service which is marked as 'end of life', if such notice was present in the Service function for longer than 30 days.

4. In order to make consulting with Clients more effective the Operator provides a possibility to obtain an online advice, on equal terms for all Clients.

    a. Hours of such consultancy are determined by the Operator and may be limited at the Operator's discretion.

    b. On-line consultancy is free of charge.

    c. The Operator is not obliged to provide technical support services via phone. The Consultant answering the call has the right to refuse to accept the notification of a defect, an order for additional tasks or changes in parameters of the Service. Such notifications should be sent exclusively via Tickets.

    d. The Consultant answering the call has the right to terminate the call when they regard that the call lasts too long or the Client abuses technical support which makes contact for other Clients impossible.

    e. The Consultant answering the call has the right to refuse, without any justification, to transfer the call or to connect it to another employee of the Operator indicated by the Client.

    f. Clients use all data, information and software obtained when using the Service at their own risk.

5. Tickets available via the CSC form the basis of communication between the Client and the Operator. All parties are bound to regularly check, read and reply to Tickets. All provisions, agreements or commissions made through Tickets have the effect as statements made in writing or in a document and are binding from the moment they are confirmed by the other party.

6. If the Operator makes it possible to create Critical Tickets, he has the right to define in the Ticket system a closed, precise set of issues which can be reported this way. If the Client submits a Critical Ticket related to an issue outside the scope defined by the Operator, the Operator has the right to charge an additional fee for each notification of this type in accordance with the Price list and to examine the Ticket further in general way. In particular, Critical Tickets may be reported exclusively if:

    a. The domain was registered correctly but the Site does not load at all or it is noticeable that the server does not work correctly for more than 15 minutes.

b. It is impossible to log in to the administration panel as a result of a breakdown of the system or of the database for more than 15 minutes.

c. The server is extremely slow for more than 15 minutes.

7. The parties of the Contract agree that provision of access to the Ticket system means authorization by the Operator and the Client of persons who on their behalf make contact using Tickets. The parties shall take care that each person to whom authorization is granted has an independent account in the Administration Panel which will allow for their identification by their first name and surname and they will keep the password they received secret. Authorization is withdrawn by the removal of an account from the Administration Panel.

8. If the Client using the IdoSell Broker or IdoPay in a given month exceeds the CSC balance of PLN 20,000 - the Operator implements the verification procedure involving generating and sending a verification letter - to the address of the Client's registered office. The verification letter contains a code that should be entered by the Client in the administration panel within 30 days of its generation. After the ineffective lapse of 30 days - the funds accumulated on the CSC balance by the Client are blocked, which prevents their withdrawal by the Client. At the request of the Client - the code generation and sending procedure may be repeated.

9. The Operator may expect Additional tasks to be commissioned if the Client inquires about:

a. Checking and debugging of the Client's programs which use the Service's API, as well as giving detailed advice and training regarding the usage of the API, which exceeds the scope of documentation available on the Operator's website.

b. Checking and debugging HTML, JavaScript and CSS or validating translated texts, created and added by the Client, as add-ons to the Template designed by the Operator, or during the process of editing the Template's code by the Client.

c. API usage, including verification of the performance of programs used by the Client, designed by the Client or by a Third Party.

d. Outdated Supporting Applications, for which a new version has been available for over 90 days.

10. In the event of a request by the Client for urgent removal of a failure preventing the implementation of Key functionalities, the Operator has the right, after removing the cause of the failure and finding that the failure was caused by the Client, to charge a fee as in the case of ordering a service task on general rules.

11. For effective reporting of a critical failure by phone or via Support Center, it must be made by telephone or in the manner indicated on the Operator's Website as appropriate for this type of case. In the event of a possible complaint procedure following such effective reporting, the time of reporting the failure is considered to be the time of making the notification by phone or via Support Center. Effective reporting of a critical failure in writing is possible during the working hours of Support Center by means of a Ticket, and outside these hours by the e-mail address appropriate for such reports on the Operator's Website. In any case, the condition for the effectiveness of the report is that the report of a critical failure must be unambiguous, i.e. in the title of the written report or in the introduction to the conversation, there must be clear information about the nature of the failure.

§ 10 – Detailed conditions for service work

1. The Client has the right to commission Service works via Tickets. The following rules shall apply during valuation, before execution of an order:

a. The price of a task depends on the number of hours necessary for its execution and is the multiplication of time and unit price listed in the Price list.

b. If the Client changes the requirements many times, the Operator may increase the time necessary for execution of the task by a quantity adequate to the changes that were made.

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c. If the Client does not maintain correspondence with the Operator in relation to matters important for execution of the task for more than 30 days, if the task is paid for on the basis of work-hours, the Operator has the right to close the task and charge an amount in proportion to time actually spent on the task. If the Client wants to execute the task again, the task will be executed on general terms. If the task is paid for as a complete task, the Operator has the right to regard the task as completed.

d. The agreed scope of work influences time required to execute the order. If the Client modifies the scope of work, the Operator has the right to change the value of the fee and the deadline for completion of the task, or not to execute the task. If the Client refuses to accept the changed price and deadline, the Operator shall complete the order on the basis of the original scope and schedule.

e. Deadlines for completion of tasks provided by the Operator are for information purposes only and cannot be subjects of complaints. If the planned deadline of completion of a task is considerably exceeded, the Client may withdraw from the order which shall not have any impact on other obligations which result from the Service.

f. If it is necessary to test and document any additional functionality, in particular applications created as a result of an order from the Client , time for testing and preparation of manuals or documentation shall be included in paid time of execution of the task.

2. Client is required to pre-approve the cost of all paid Additional tasks.

a. The Client may indicate persons who will be authorized to accept such tasks. Authorization to accept tasks means award of a special power of attorney by the Client. The power of attorney may be withdrawn by a withdrawal of such authorization in the Administration Panel.

b. If the task is executed correctly and in accordance with the agreed scope, acceptance of the cost of execution of the task removes all possibilities of complaints related to the costs of task execution.

c. If execution of the task requires, in a justified way, a cost that is higher than the initially accepted cost, the Client shall accept the new, higher cost of execution. If the Client rejects the cost, the task's execution shall be suspended and only the fee which had been initially accepted shall be charged. A task with execution time that was impossible to estimate at the beginning because of untypical scope of work or unforeseen technical problems which appeared during execution of the task shall be regarded as a task with a justified higher cost. The Operator does not regard visible or hidden defects which result from incorrect execution of the task as a justified higher cost.

d. When evaluating the scope of work, the Operator provides time and cost estimation in good faith, considering known and foreseeable circumstances. The Operator is not responsible for an extension of task execution time and simultaneous increase of its cost, if the original scope of work was difficult to estimate because of very high complexity, innovativeness and uniqueness of the task. In such situation, the Operator may reduce the scope of the task in order to fit in the planned budget, e.g. by omitting less important but expensive details. If completing the task in its reduced form is not possible and the Client does not agree for payment of an additional cost, the Operator may resign from execution of the work and return the advanced payment received for the task to the Balance of the Client.

3. If the Client, as part of the Service, uses the Individual Application mechanism in the Panel, then:

a. These appliacations are made after the commission, according to specifications and under the supervision of the Client in the time & material model. This means that the application can not be secured against all possible situations, which results from the adjustment of the order scope to the designated budget, and possible further improvements would cause higher costs. The operator may indicate possible areas for improvement, but the final decision in this regard belongs to the Client.

b. Their implementation and use takes place with the exclusion of the Operator's liability.

c. The Operator is liable for any errors and damages up to the amount of the last task, which introduced a change to the Individual Application, and in the case of the first version to the value of the first task.

At the same time, the Operator's liability does not include lost profits.

    d. In particular, the Client is obliged to test the Individual Application in the panel in terms of data security and compliance with the legal requirements, also in the context of the GDPR.

    e. The risk and responsibility for lost or damaged data as a result of malfunctioning of the Individual Application in the panel is borne by the Client, whose responsibilities include designing, implementation and maintenance of the Individual Application in the panel ensuring a high level of security..

    f. If the Operator determines beyond reasonable doubt that the individual application in the panel works to the detriment of one or more Clients, for example due to faulty security and the risk of loss or destruction of the Client's data or due to a very large infrastructure load, the Operator has the right to disable such application and at the same time notify the Client about the reasons for this behavior.

4. The Operator has the right to place a text or a graphic with information on the logotype and the name of the Service, in the Shop Template and on auctions made with the use of the Service. It shall be presented as a balanced and unobtrusive static text or a graphic with a reference to the Operator's website. Additionally, the Operator may include the name of the Service on the documents and files generated by the Service

    a. The Operator has the right to refuse, without justification, any request to change or replace such element, if it is a standard element.

    b. The Operator allows hiding such elements by purchasing the 'White Label' service, charged in accordance with the Price list.

    c. If at least one such element is hidden, removed or changed by the Client in the process editing the Shop Template, the Operator may charge back for this period as if the Client purchased the "White-Label" service.

§ 11 – Detailed conditions for third party services

1. If the Operator integrates the Service with services of Third Parties, he determines the scope of functionality and may modify the scope of the integration.

    a. The Operator shall inform the Client of any changes to functionality of the integration module as early as possible.

    b. The Operator is not obliged to inform the Client of changes earlier than one Settlement Period before they take place.

    c. In justified cases, e.g. when the service of a Third Party is modified, it is possible to make changes within the integration module without earlier notification.

2. The Operator has the right to organize integration with services of Third parties in the way which will allow transfer of payment for use of their services. If the Operator charged a payment for the use of a service of a Third Party:

    a. The Operator shall make settlement with the provider of an integrated service personally.

    b. The fee that has been charged satisfies all costs of use of the service and the Operator personally settles such costs with the provider.

    c. The fee that has been charged is visible in the Balance and is included in the invoice on general terms.

3. Client uses integrated services of Third Parties at their own risk, in particular Client:

    a. should contact the Third Party before the integration is enabled, unless information provided on the Third Party's website states otherwise.

    b. should always check whether the course of the integration was correct.

    c. In the event of a breakdown should provide the Operator with all information necessary for

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verification, including data saved on a disk or transferred, where possible.

§ 12 – Detailed conditions of contractual works

1. Contractual Works are ordered by the Client through the CSC, in the form of a message, the content of which shows an unambiguous confirmation of the contracting order and acceptance of the frequency and cost, in which the Client also indicates: scope of works, guidelines for their implementation, and determination of priorities.

2. After receiving the message indicated in section 1 the Operator assigns a WDC Specialist to the Client who is responsible for the performance of contract work for a given cycle.

3. The frequency of Contract Work is defined as a fixed day or days of the week, in a cycle of one week, two weeks or four weeks.

4. The day before the agreed contract date, the WDC specialist will provide the Client with the scope of work for the contract date, containing the Client's guidelines sent so far and the proposed sequence of their implementation. The Specialist will also inform Client about the approximate time of starting work on the contract day, which will constitute the work plan. The Client submits their comments to the schedule before the beginning of the contract day. Lack of Client's comments to the sent work plan means acceptance of this plan.

5. The Operator reserves that some tasks may not be possible to perform only by modifying the template. These are in particular configuration issues in the panel or programming (system modifications). If possible, the WDC Specialist will inform the Client about it and help with reporting them to the appropriate department. Where possible, the WDC Specialist can suggest workarounds, informing you of their shortcomings and limitations.

6. The Operator enables the Client to contact a WDC Specialist during Contract Work. The contact takes place via the link contained in the message referred to in section 4.

7. If any issue has not been clarified before the contractual date, the Operator will try to get a response from the Client. Therefore, it is recommended that the Client monitor the message from section 4 and answered any questions as quickly as possible. If the Client does not provide an answer, the WDC Specialist will make a decision either to perform one of the backup tasks or based on his own experience, assuming the criterion of maximizing sales made by the Client in the Online Shop.

8. Lack of contact of the WDC specialist with the Client on the contract day, which prevents further work or not assigning other work for a given contract day, will result in the hours allocated to contract work being lost without the possibility of their return or make up at another date.

9. The minimum period for which a contract for Contract Works is concluded is at least 2 months. After 2 months, the Client or the Operator has the right to terminate with one month's notice. The termination of a contract for Contract Work must be submitted in the form of a Ticket.

10. It is not possible to reduce or increase the number of contract days, change the cycle of their execution, move the unused time or change the WDC Specialist. If the Operator does not confirm this, each change must be preceded by the termination of the existing contract and the conclusion of a new one, according to the new frequency of Contract Works.

11. If the Operator is not able to ensure the presence of a given WDC specialist or their replacement on a specified contract day - the fee for Contract Work to be charged will be refunded and the next contract day will be performed in accordance with the contracted cycle.

12. After the end of the contract day, the WDC Specialist will send the Client, in the message referred to in section 4, a summary of the changes made, including the time spent on each point of the plan.

13. The Operator provides a warranty for the performed Contract Works. The warranty shall be governed by the provisions as for the Time & Material service works specified in § 15. In the event of justified objections to the quality of the works performed due to an error in the art or excessive time, the Operator will refund the part of the fee proportionate to the given contract day. Due to the contracting of the WDC Specialist on other days, the possibility of correcting the error will appear only on the next contract day.

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The exception are errors affecting Key Store functionalities, which will be removed immediately.

14. The Operator reserves that the changes introduced as part of the Contract Works may be made "incrementally", i.e. the first version provided by a WDC Specialist will function as MVP (Minimum Value Product) and may, for example, be incompatible with all browsers. Such a state of affairs is not a mistake and if the Client deems that after a given iteration the effect of the work is not sufficient to publish it in the Online Shop, it may continue to improve on the next contractual day until the desired effect is achieved.

§ 13 – Responsibilities of the Operator

1. The Operator is responsible for damages caused to the Client by purposeful non-performance or undue performance of Services, up to the value of:

   a. Subscription fee (without commission fees) and recurring additional fees in the month in which the damage occurred for Smart CLOUD and DEDICATED CLOUD.

   b. Subscription fee without commission and surcharges for orders for ELASTIC CLOUD.

   c. Subscription fee increased by the sum of surcharges for orders in the last full settlement period for CLOUD PRO.

2. The event of lack of continuous availability of the Service, caused by the Operator and lasting for over 12 hours, the Operator is obliged to make a compensation in the amount equivalent to 1 Subscription Fee for the next Settlement Period in the amount of the Subscription plan for a month when the event took place, for every commenced 12 hours of downtime over the initial 12 hours.

   a. Downtime or error of a single module of the Service, which does not render order placing by Shop's customers impossible, is not consider as lack of continuous availability of the Service.

   b. If the Operator was not notified in a timely manner about errors in the Shop Template causing lack of continuous availability by a Client who refrain from notifying Operator fraudulently, in order to receive compensation, the Operator has the right to refuse to accept the submitted complaint, or to reduce the compensation, in accordance with the rules defined in the §10 of the Terms and Conditions.

   c. Problems which result from use of Supporting Applications, e-mailing or SMS systems shall not be regarded as lack of continuous availability of the Service.

3. The Operator shall not be responsible for damages caused in result of:

   a. Lack of continuous availability of the Service not caused by the Operator.

   b. Incorrect use of the Service.

   c. Provision of untrue or incomplete information upon activation of the Service.

   d. Infringement of provisions of these Terms and Conditions by the Client.

   e. Force Majeure, disasters (flood, hurricane, etc.).

   f. External factors and Third Parties activities outside the Operator's control, which could not be prevented by the Operator (e.g. breakdowns hardware or software in networks of telecommunications operators, mobile phone networks, etc.).

   g. Use of authorization data provided to the Client in order to access the Service.

   h. Purposeful disconnection of servers during a hacker attack.

   i. Rejection of sent e-mail messages by servers not managed by the Operator e.g. as a result of filters, incorrect configuration or breakdowns of such systems.

   j. Operations performed contrary to the description, help, technical support instructions or recommendations which are provided by Technical Support or displayed automatically by the Service.

   k. Incorrect or abnormal use of the Service and Supporting Applications, in particular introduction of excessive quantity of data to descriptions, creation of excessive quantity of related elements,

simultaneous saving by many users, closure of a process, or a website when saving takes place or excessively overloading the server in a different way, without prior agreement.

l. The situation in which an individual application made in the time & material model due to its work through the API led to a significant slowdown of the Service or even its temporary unavailability.

4. The Operator is not responsible for data transfer, if:

a. The Operator did not initiate the transfer,

b. The Operator did not choose the receiver of the data,

c. The Operator neither removed nor modified data which is the subject of the transfer.

d. Exclusion of responsibility includes also automatic and short-term intermediate storage of transferred data, if the objective of such activity is solely to transfer data and data is not stored longer than it is necessary in normal conditions for execution of the transfer.

5. The Operator is not responsible for any commissions charged by Third Parties, used by the Client which are not directly the Service, in particular commission for services integrated with the Service. The Operator is obliged to provide suitable information which will allow recovery of the commission or the charge which was unjustly charged by a Third Party.

6. The Operator is not obliged to train the Client on the use of the Service.

7. The Operator is not obliged to provide an answer as part of Technical Support, if:

a. Information was already provided to the Client, or is available in the form of a manual in the Administration Panel, answers to the most common questions, a training webinar or a presentation.

b. Questions are asked in a different language from the language which corresponds to the purchased Technical Support plan or are not legible.

c. Questions related to software different than the software provided as part of the Service or software in different versions than the version officially supported by the Operator.

d. The answer requires preparation of a complex research or study which would make the Operator bear unjustified costs.

e. The question was asked in a different form than a Ticket, in particular via e-mail or was asked by a person who does not have access to the Administration Panel.

8. The Operator has the right to temporarily limit the availability of modules, provision access to modules at chosen hours or to introduce traffic limits if a lack thereof could have a negative effect on continuous availability and stability of the Service.

9. The Operator declares that when designing Shop Templates or trademarks no existing Third Party websites or trademarks are copied. Nevertheless, the Operator points out that no research related to infringement of interests of Third Parties is carried out, including registered or unregistered trademarks which the Operator might infringe during execution of the order, in particular:

a. The Operator purchases licenses for photos and fonts (i.e. stock graphics) by purchase of a license for fields of exploitation in accordance with the order. If Client choose to use the materials in other areas, they should purchase respective licenses on their own.

b. If a question is received via a Ticket, the Operator will indicate the origin of a photo or a font and will explain in detail which part of the deliverable was purchased and which was performed by employees of the Operator.

c. Client are solely responsible for the use of the design created by the Operator. In the event of a justified suspicion that interests of a Third Party are infringed, responsibility of the Operator is limited to the value of the order.

d. If the project prepared by the Operator infringes interests of a Third Party in a justified way, the Operator is obliged to co-operate fully with the Client in order to minimize the risk of responsibility and to prepare a new version of the design, free from corresponding defects.

10. The Operator is not obliged to inform the Client separately of the value of Additional Fee, as long as it is included in the Price list.

§ 14 – Complaint proceedings

1. Damages borne by the Client for which the Operator may be responsible on the basis of the above provisions do not include damages caused by loss of chance by the Client.

2. If the Service unavailability was not possible to detect by the Operator's standard means of monitoring, the Operator shall have the right to reject the complaint in its entirety or to reduce the amount of compensation, counting the time of Service unavailability from the moment the failure was successfully reported by the Client.

3. The Client may sue the Operator only after exhausting the available complaint proceeding options.

4. A complaint is due to a Client using the Operator's basic services.

5. The Operator shall not be responsible for any loss of, or modification of data by the Client as a result of incorrect use of the Service, or use of unfinished elements, or modules (marked as 'BETA'), or elements, modules that are being withdrawn from operation (marked as 'end of life').

6. The Operator shall not be responsible for loss of Authorization Data, or any use of such data by an unauthorized party.

7. The Operator shall not be obliged to import or export data to, or from external systems if such activity is not performed with the use of tools provided within the Service.

8. If a complaint refers to the amount of time spent on execution of a paid Additional task, the record of the course of execution of the task is the basis for examination of the complaint. The log book of the task must comprise of the first name and the surname of the employee of the Operator who performs the task, precise time of the commencement of particular activities, time of completion, the number of time units of work and a short description of activities that were performed. The sum of time spent on execution of the task is equal to the sum of duration of particular activities. The Operator has the right to add to the time of execution of the task time necessary for personal or phone conversations with the Client, search for photos, fonts or other files not provided by the Client, but necessary for the execution of tasks, as well as correction of texts with linguistic errors.

9. Individual services, solutions, or applications, which go beyond the standard scope of the Service and are created on the Client's order in the "time&material" model, are not subject to the Operator's liability, unless the Operator and the Client agree otherwise in separate documents. If possible and depending on the arrangements, the Operator shall create solutions which go beyond the standard scope of the Service in a manner which enables the Client to co-manage, monitor or secure them.

10. A complaint made by the Client in connection with non-performance or inadequate performance of the Service shall be made exclusively in a form of a Ticket and shall include:

    a. The name and identifier of the task or Ticket related to the complaint.

    b. The subject of the complaint.

    c. Circumstances that justify the complaint. The deadline for submission of a complaint related to a technical error is 30 days from the day of the error first occurring. After that the complaint shall not be examined.

11. A complaint related to an invoice issued in accordance with § 5 sec. 1 shall be submitted within 14 days from the invoice being issued. If a complaint is submitted later and is accepted, the invoice shall not be changed and the difference of funds shall be credited to the Balance.

12. A complaint related to charging the Balance with a Service Fee or an Additional Fee shall be made within 14 days from the debiting of the fee. If the complaint is accepted, the Balance shall be credited with the accepted amount of funds.

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13. If access to the CSC is not possible, a complaint shall be made in a Written form and sent to the address indicated on the Operator's website.

14. The Operator shall examine a complaint within 14 days from its delivery and shall send a response to the Client, with the decision and its justification, in a Written form.

15. If the Client makes use of Technical Support and services performed by an Affiliate Partner indicated by the Client or makes use of Affiliate Partner External Services (ES), the Client shall send the complaint, via a Ticket, in the first instance to the Affiliate Partner. If the complaint is unsuccessful, the Client may submit the complaint to the Operator:

   a. Complaint related to a service provided by an Affiliate Partner shall be submitted within 14 days.

   b. Complaint should be as complete as possible, in accordance with provisions included in §10 of these Terms and Conditions.

   c. The Operator has the right not to examine the complaint, without justification, if the order for the related task(s) was not recorded in the Ticket system and is not visible in the Balance.

   d. Responsibility of the Operator for the use of ES is limited to the value of debits of the Balance made by ES during the last 3 Settlement Periods.

   e. If a complaint related to an Affiliate Partner is accepted, the Operator shall return funds to the Client's Balance and shall settle the issue with the Affiliate Partner personally.

   f. The Operator shall examine a Complaint related to an Affiliate Partner within 35 days, using the longer time for case examination and mediation with the Affiliate Partner.

§ 15 – Warranty for Service Work

1. The operator provides a guarantee for the performed Service works in accordance to the provisions of following paragraph.

2. The warranty period is 60 calendar days, counted from the day on which the Operator submitted, in the form of a Ticket, the complete results of work performed as part of the commissioned service work.

3. The warranty for Service works is independent of the Service Warranty. Problems arising as a result of Service works cannot be the reason for submitting the Service complaint, including e.g. its unavailability.

   a. **The subject of the complaint may include**, in particular: incompatibility of the effect of work with their subject and purpose, incorrect display in browsers, unjustified execution of work, deviating from the guidelines or design, unjustified failure to perform work, as well as other errors, incompatibilities or problems.

   b. The Operator is responsible for the accepted complaints up to the amount paid by the Client for the service works. The Operator's liability does not cover lost profits.

4. Complaints should be submitted in the form of a Ticket which should contain a detailed description of the subject of the complaint and all data that may contribute to the analysis of the problem. After receiving the Ticket with a complaint, the Operator will analyze it within 14 business days and notify the Client of its result in the Ticket. If the complaint is accepted, the Operator will also notify the Client about the form and date of its settlement.

5. The Operator reserves the right to refuse to make a substantive analysis of the complaint submitted after the warranty period expires or for other reasons manifestly unfounded. In this situation, the Operator will only notify the Client about the rejection of the complaint, limiting themselves to providing reasons as above.

   a. If the Operator accepts the complaint, they reserve the right to make a unilateral decision whether the problem being the subject of the complaint will be removed free of charge or the Client will receive the refund of remuneration for the service works, while restoring the status before the order.

   b. In the event of a repair being taken to rectify the problem, the Operator shall carry out this work as a priority. Priority execution means the repair will be carried out before performing subsequent paid services for the Client or other Clients.

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    c.   In justified cases, in particular such as: absence of the person responsible for handling the complaint, force majeure - the Operator will indicate a new deadline for removing the problem or may appoint another person to fix the problem.

    d.   In the event of a repair being carried out, the warranty period for these works is 30 days, counted from the date of submitting of the complete results to the Client in the form of a Ticket.

    e.   In the event of multiple repairs, the warranty period is calculated from the submission of the complete results of the work to the last repair.

6. Matters not subject to complaint:

    a.   Functional restrictions resulting from objective restrictions in the execution of the order, which neither the Client nor the Operator knew about with due diligence and which implementation would not have been possible to be carried out even by the most expert and experienced person from the Operator's team at that time.

    b.   Restrictions resulting from the general assumptions made regarding carrying out the works (e.g. problems with displaying in particular Internet browsers, intentionally omitted due to too low market share, below 1%).

    c.   Works carried out in accordance with the project, mockups approved by the Client, based on the development of an earlier version.

    d.   Ineffective work of the program, resulting from an increase in the amount of data, unless the exact amount of data was specified in the order and the order included appropriate time to carry out performance tests, and the Operator confirmed that as part of the order, this amount of data is serviceable.

    e.   Problems caused by other programs, add-ons, disruptions, etc., the existence of which the Client did not inform in the order or about the existence of which, at the time of commencing work, the Operator had the right not to know.

7. After the warranty period, the Operator assumes that the work has been carried out as expected by the Client and that they have accepted the work performed. At the same time, to acknowledge that the work has been accepted, no additional confirmation by the Client is required.

    a.   The Client acknowledges that the warranty period is established due to the rationalization of service costs, in particular due to the fact that after the warranty period, it is too expensive, problematic, and sometimes impossible, to determine the causes and source of the problem (caused e.g. by the impact of other modules, programs, changes), and accepts this fact when placing service orders.

    b.   The Operator has the right to refuse, without giving a reason, to analyze the source of the problem, regardless of the type of problem and the source of its occurrence. However, the Client can analyze and remove the problem placing a new order. Such an order should be made in the form of a new Ticket, indicating expectations as to the changes to be made to the Shop or Service, as a whole.

8. The Operator declares that the performed service works are carried out in accordance with the best intentions, taking into account the arrangements with the Client, own experience, and in accordance with the art, taking into account the principles of scalability, security and possibilities of further development of functionality.

9. If the Client does not agree with the reason for rejecting the complaint, they should file a complaint on a general basis, indicating the number of the Ticket which they wish to make the complaint about. This complaint will be considered under the terms of § 14 of these Terms and Conditions by another person who will verify the assessment of the problem made by the person performing the service work.

§ 16 – Final provisions

1. Until these Terms and Conditions come into effect from the date provided, the previously published Terms and Conditions apply. These Terms and Conditions apply to all current Clients from the date provided, with the exception of new Clients who order and activate the Service during the period between these Terms and Conditions are published on the Operator's website and their effective date - in this case the

new Terms and Conditions apply immediately.

2. In matters not covered by these Terms and Conditions, provisions of the Civil Code and respective provisions of the Polish law, European Union law and the GDPR shall apply.

3. All information provided by the Client to the Operator as suggestions related to improvements, or introduction of new functionality is voluntary, and unless the parties decide otherwise in separate agreements, its provision to the Operator means that the Client relinquishes their rights, licenses or other benefits produced as a result of exploitation of created improvements or new products.

4. All related disputes shall be settled by the civil court in Szczecin, Poland.

5. The Client is obliged not to infringe intellectual property rights of the Operator as part of the use of unique solutions available within the Service.

6. Should any part of these Terms and Conditions be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the Terms and Conditions shall remain unaffected and valid.