



# IdoSell Terms and Conditions

Effective from March 1, 2021

## §1 – Definitions

1. **The Operator** – IAI Spółka z ograniczoną odpowiedzialnością (tax ID:PL5252767146) incorporated in the National Court Register at number 381595506, 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](http://www.idosell.com)
3. **The Merchant** - a natural person conducting business activity or an entrepreneur entered in the Register of Entrepreneurs of the National Court Register (joint-stock company, limited liability company, public company, limited partnership, limited joint-stock partnership, simple joint-stock company, European company or similar registers kept by competent state authorities of the European Union, which has concluded an agreement for the Service or is at the stage of concluding this agreement or assignment agreement and the place of main business activity or its headquarters is located in the European Union, for except in the countries of Scandinavia (Denmark, Sweden, Finland), Romania, Bulgaria and United Kingdom. The Merchant is obliged to complete the KYC questionnaire presented to him by the Operator. If one entity orders many Administration Panels, the Merchant accepts each Administration Panel separately.
4. **The Client** – non-Merchant entity, in particular an organization without legal identity that is able to contract obligation on their own behalf and to acquire rights, 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 entity orders many administration panels, each Administration Panel is regarded as a Client.
5. **KYC** - a survey or procedure to identify or verify Merchant data in accordance with applicable anti-money laundering regulations.
6. **The Service or Operator's Service** - IdoSell service provided for the Client or Merchant by the Operator via the Operator's Website, allowing for the running of Stores that enable online sales.
7. **The Store** - website (www) of the Merchant or the Client launched with the use of the Service, presenting the Store's customers through the Store's Mask, the Client's or Merchant's assortment and all information regarding sales and enabling online purchases. As part of one Administration Panel launched in the Service, the Client or Merchant may run multiple Stores.
8. **Shop's client** – a person who makes a purchase in a Client's or Merchant's internet shop of the Client using the Operator's service.
9. **Terms and Conditions** – The Terms and Conditions of the Service, effective for the service provided both by the Operator and IAI Affiliate Partner.
10. **Log** – the diary of events within the Service, WWW server or any other component of the Service.
11. **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.
12. **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 Merchant, or individually written applications created by the Client's programmers.
13. **API call** – execution of one instruction via the API.
14. **Transfer** – measured in gigabytes (GB), the total volume of data sent by the Service during a given Settlement Period, determined based on the Log.
15. **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.
16. **Available disk space** – measured in Gigabytes (GB), the sum of the data volumes stored on the server that are influenced by the Client or the Merchant (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 or Merchant, e.g. database, cache files, system files, program code, etc.
17. **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 the product of the product and its variants (e.g., size, color, flavor, capacity).
  18. **Qualified order** - each order with the paid status or with the cash on delivery method. Qualified orders are not orders with the status "customer canceled", "false", "lost", "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.
  19. **Subscription fee** – payment made in advance by the Client or Merchant on a monthly basis, in accordance with the selected Subscription Plan.
  20. **Commission** - assigned to the Subscription Plan, a percentage fee charged from the Client or Merchant, the amount of which depends on the conditions determined in Terms and Conditions or the Price list.
  21. **Subscription Plan** - the scope of the Service chosen by the Client or Merchant, determined by parameters, terms of service and prices, described in detail in the Price List.
  22. **Activation fee** – remuneration for activation of the Service, paid by the Client or Merchant in advance.
  23. **Additional fee** – a fee paid immediately for services listed on the Price list, invoiced at Client's or Merchant's request or automatically, when quantitative limits of the Service are exceeded.
  24. **Third Party** – a legal or natural person or an organizational unit without legal personality, other than a Customer or Merchant.
  25. **Domain** – a sequence of alphanumeric symbols, unique within the Internet, which identifies an Internet site.
  26. **Activation** (of a service) - provisioning of access to functionality and resources offered by a given Service to the Client or Merchant. The service is activated after the Operator posts the activation fee.
  27. **Implementation Package** – a set of standardized activities provided by the Operator in order to provide a Template for a new shop or a new Template for an already existing shop in the process of its redesign along with all parallel activities, such as database imports, content implementation and training. Types and limitations of particular Implementation Packages are included in the Price list.
  28. **Individual Implementation Package** – a set of activities, priced and agreed upon individually, provided by the Operator in order to deliver a Template for a new shop or a new Template for an already existing shop, in the process of its redesign along with all parallel activities, such as database imports, content implementation and training.
  29. **Price list** – detailed list of services with their prices, including administrative fees, service fees, and additional fees, provided on the website of the Operator. If an IAI Affiliate Partner provides services to the Client or Merchant, 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 or Merchant are made.
  31. **Spam** – an application sent by electronic mail or an application which installs itself on the computer of the Client or Merchant 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 or Merchant during the installation process or generated by the Client or Merchant using the Administration panel.
  34. **Billing data** – data of the Client's or Merchant's company. These data must be confirmed as part of the Operator's KYC procedure, together with information about whether the Client is a VAT payer.
  35. **Template** – an interface of the Service for presentation of products and shopping dedicated for Clients of the shop, 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 or Merchants 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 or Merchant in



- accordance to the purchased Subscription plan, supported by bare metal virtualization.
38. **Individual 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 or Merchant 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 shop 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 or Merchant and the Operator.
  42. **Balance** – a record of transactions between the Client or Merchant and the Operator (in particular of deposits made by the Client or Merchant), 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.
  43. **Minimum Balance** – when this balance level is reached, the Operator is no obliged to provide the Service, including the displaying of the shop Template.
  44. **Operator's Account** – bank account or internet payments system account, indicated by the Operator for payments for the Service in the Settlement Currency.
  45. **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.
  46. **IdoSell blog** – an information sharing system for all Clients or Merchants 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.
  47. **Ticket** – a message sent from the Customer Service Centre (CSC) via a special system for communication between the Client or Merchant 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.
  48. **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.
  49. **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.
  50. **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.
  51. **CSC** – a separate part of the Service, requiring access to provide Authentication Data, enabling the management of the Client's or Merchant's account in the Service, the use of Messages, making settlements with the Operator and performing other activities not directly related to the management of the Service.
  52. **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.



53. **Key functionality** – all functions of the Service concerning the way a webpage is viewed by shop customers, website is indexed by search engines, orders are displayed, payments are processed, and shipping is managed in a timely fashion.
54. **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).
55. **Service works** - works commissioned to the Operator in the form of tickets by the Client or Merchant, performed in the Time & Material model, the purpose of which is to adjust the parameters and functionality of the service to the individual needs of the Client.
56. **Contractual works** - an agreement under which the Client or Merchant commissions, in the form of tickets, to the Operator, work carried out in the Time & Material model, consisting in modifications, mainly in the mask template, which are performed on specific contract days, by a dedicated specialist from the Web Developer Coders team (called WDC specialist).
57. **CSC Balance** - a record of the history of transactions carried out between Merchant, the Client and their 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 Merchant or the Client. The balance level is understood as the difference between deposits and withdrawals.
58. **Total cost of payment** - the sum of all commissions and fees incurred by the Operator to make payments to Merchant within the IdoPay service.
59. **PIN** - an individual six-digit number assigned to the Client/Merchant by the Operator, sent to the Client/Merchant mobile phone number after ordering the Online Store panel by the Client/Merchant to enable them to sign documents, make changes and data requiring confirmation of identity.
60. **Mobile phone number** - a telephone number mandatory provided by the Merchant/Client when concluding the contract, to which the Operator sends the PIN number to enable them to sign documents, make changes and data requiring confirmation of identity.

## §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 Terms and Conditions and the chosen Price list is an integral part of the 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 or Merchant 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 or Merchant 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 Conditions 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 applicable Terms and Conditions and Price List, which are an integral part of the concluded contract, and making the payment of the Activation Fee. After posting the Activation Fee to the Operator - the Service is activated. Generating the contract in CSC in a documentary form is secondary to the above activities, but it is necessary to use additional services offered by the Operator.
2. By activating the Service the Client or Merchant 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 and standards, no matter where the Client's actual business is registered, or where the products are imported from. 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 Client's or Merchant's end 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 Merchant 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 and Merchant is obliged to present true and up to date Billing Data when ordering the Service. The Operator as part of the Merchant's risk assessment procedures and data verification as part of the AML procedures, real beneficiaries (BO) and politically exposed persons (PEP) has a right to cyclically and randomly control this data and require the Merchant to complete or amend it to the best of the Merchant's best knowledge. 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. When ordering the Service the Client or Merchant choses one of the Price lists and Subscription Plans offered by the Operator in the Price list.
3. When placing an order, the Client or Merchant decides whether the contract is concluded for a fixed term or open-ended contract, subject to point 8. The period for which a fixed-term contract is concluded is two years (24 Settlement Periods) counted from the first day of the following month following the conclusion of the contract.
  4. After the expiry of the period of validity, a fixed term contract is automatically converted into an open-ended contract and 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 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 or Merchant, 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. After the assignment, the Assignee is obliged to go through the KYC and AML procedures.
  6. 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/ Merchant.
  7. For the resolution of any doubts - if the Client is an entity lending legal personality (e.g. a business incubator foundation) - the party to the Agreement and the entity responsible for its implementation is always the foundation, association and others. In this situation, the incubator-type Client is obliged to grant a power of attorney for a natural person who will be the actual administrator of the online store panel.
  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. For an open-ended contract, regardless of the selected Subscription Plan, the amount of the first fee by default corresponds to the sum of: Activation Fee, Subscription Fee for the selected Subscription Plan



for one month and 50 GBP/EUR/USD being an overpayment on the Client's Balance.

- b. For a fixed-term contract, when choosing the ELASTIC CLOUD Subscription Plan, the amount of the first fee by default corresponds to the sum of the Activation Fee and the Subscription Fee for one month. The activation fee is returned to the Client's Balance.
- c. In case of choosing the annual Smart CLOUD Plan it is the sum of 12 subscription fees and the amount set by the Activation Fee, whereas all unused resources shall remain on the Client's Balance.
- d. If an Implementation Package was chosen when the order was made, a fee consistent with the Price list will be added to the payment.

#### **§4 – Personal data protection and privacy policy**

1. The processing of personal data provided by the Client or Merchant 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 or Merchant'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 or Merchant'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 or Merchant 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 Customer / Merchant 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 or Merchant's personal data is the Operator, i.e. IAI Sp. z o.o. with headquarters in Poland, Aleja Piastów 30, 71-064 Szczecin, +44 207 1931 010 Ext. 1, [office@idosell.com](mailto:office@idosell.com).
5. The Operator will store the Client's or Merchant'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 or Merchant'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 intent resulting from legitimate interests pursued by the Operator for the purposes of marketing campaigns.
6. The Client or Merchant 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 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 or Merchant referred to in Article 6, paragraph 1, point (a) of the GDPR, the Client or Merchant 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 or Merchant 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 or Merchant 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 or Merchant's data, including data of Shop's Clients, 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 or Merchant's information only in an aggregated manner that does not allow identification of the Client or the shop's Client, for the needs of reports.



12. The Operator has the right to publish the basic data of the Client or Merchant (company name, address of the Site) on the list of references, unless the Client or Merchant 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 Clients 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. Clients or Merchants can choose not to make such data available to the acquiring IAI Affiliate Partner by making a suitable statement in a Written Format, which will result in the partner no longer receiving the relevant commission.
14. If the Client or Merchant 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 or Merchant's and their customers' personal data is made available to Third Parties solely at the Client's or Merchant'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 or Merchant 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 or Merchant entrusts Affiliate Partners with the processing of the Shop's Client 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 or Merchant. 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, Clients or Merchants 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 Sp. z o.o.. in the "Information compliant with the GDPR" tab available on the Operator's website.

#### **§4a - Entrusting data processing to the Operator**

1. The Client or Merchant declares to be the administrator of the personal data of Clients of shops 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 or Merchant entrusts the Operator with processing personal data of their Clients, 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.
3. The Customer's or Merchant'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 or Merchant expresses general consent for the Operator to use services of other processors. The Operator commits to inform the Client or Merchant 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 Customer or Merchant objects, §7, paragraph 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 or Merchant and the Operator referred to in this chapter 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 or Merchant 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 or Merchant 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 or Merchant 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 or Merchant's decision, deletes or returns any personal data to the Client or Merchant and removes all existing copies, unless European Union law or Polish law requires the storage of personal data.
  11. The Operator provides the Client or Merchant with all information necessary to demonstrate compliance with the obligations for the lawful processing of personal data and enables the Client or Merchant, or the auditor authorized by the Client or Merchant to carry out audits, including inspections, and contributes to them.
  12. The Operator will also make available to the Client or Merchant, upon request, the Personal Data Protection Policy (in parts relevant for the Client or Merchant) in order to demonstrate that the Operator fulfills obligations under these Terms and Conditions.
  13. The Client or Merchant 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 or Merchant will discuss and agree in advance upon: (i) 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; (ii) 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 or Merchant with additional details of any applicable fees and the basis for their calculation, before such a review or audit. The Client or Merchant will be responsible for all fees charged by the auditor appointed by the Client or Merchant in order to perform such an audit.
  16. The Operator may submit in writing objections to the auditor appointed by the Client or Merchant 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 or Merchant to appoint another auditor or carry out the audit himself.
  17. The Operator immediately informs the Client or Merchant if, in his opinion, the instruction given by the Client or Merchant 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 Clients or Merchants for damages caused by the processing of entrusted personal data of the Client or Merchant 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 Merchant, 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 or Merchant may claim supplementary compensation on general terms.

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

## **§5 – Invoices, settlements and balance**

1. The Operator shall issue a VAT invoice in the Settlement Currency within 7 days from the date of the receipt of a payment which increased the Balance.
2. The date when a transfer is credited to the Operator's Account is regarded as the date of payment.
3. The Operator credits the Balance with payments received to the Operator's Account. Any additional charges or commissions related to processing the payment will be borne by the Client/Merchant:
  - a. In the event that the Client/Merchant 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/Merchant, the Operator shall provide access to a statement from the Operator's Account to prove all additional charges and commissions.
  - d. If Clients/Merchants do not comply with guidelines provided in the Reports and Finances section of the Administration Panel, in particular if they 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. In the case of settlements with the so-called trade credit / post paid , the Client/Merchant pays for a VAT invoice or a pro-forma invoice issued automatically by the Operator once a month on the date indicated therein. Additional regulations:
  - a. After 30 days exceeding the VAT or pro forma invoice payment due date, if the whole sum is not paid, the Client/Merchant may be restricted from using the Service.
  - b. After 35 days exceeding the VAT or pro forma invoice payment due date, without the payment for the whole sum, the Operator may apply the procedure described in §5 point d or e. The Client or Merchant shall be charged additional fees indicated in §6 point 6 b.
  - c. For each day of delay in payment of a pro forma or VAT invoice, the Operator has the right to increase the following invoice by an additional payment for maintenance of the Service with an extension, at 0.038% of the total value of the 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 invoice shall not decrease the number of days of delay.
5. If the Client's Balance is positive and exceeds the value of fees charged during the termination period, the Client/Merchant has the right to apply for a return of the surplus:
  - a. The 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 Format. 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/Merchant.



- c. A return takes place in an agreed way and on the day agreed by the parties, within 14 day from a Correction VAT Invoice correctly signed by the Client/Merchant being received by the Operator.
  - d. 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 Service. Any additional payments for such tasks shall not be returned.
6. VAT Invoices are issued in an electronic format, without a signature and sent by EDI accessible via CSC.
7. 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.
8. Unless the Operator and the Client or Merchant agree otherwise, the Minimum Balance is:
  - a. An amount lesser than zero (he so-called trade credit / post paid) for Clients or Merchants whose business is registered within the territory of Poland, who subscribe to a Service Fee to the DEDICATED CLOUD AND CLOUD PRO. The trade credit amount is determined individually based on the analysis of the Client's needs and payment options via a Ticket, and the trade credit itself is not granted automatically and may be withdrawn.
  - b. Zero for Clients or Merchants who subscribe to the ELASTIC CLOUD and Smart CLOUD.
  - c. An amount greater than zero which corresponds to the monthly Subscription Fee and any Additional fees for Clients or Merchants who subscribe to a Subscription Fee other than ELASTIC CLOUD, who did not provide a written Contract (CL3) or whose business is not registered within the territory of Poland.
9. 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.
10. Balance is increased by:
  - a. Payments credited.
  - b. Gifts received or reimbursements after valid Client or Merchant 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.
11. If the Minimum Balance is reached, the Operator has the right to refuse to perform the Service including displaying the layout or accepting further service works until the balance is increased above the minimum Balance level or the new Minimum Balance is established. This situation also applies when one Client or Merchant has many administration panels. Additional regulations:
  - a. 3 days after the Minimum Balance is reached and no payment has been made, Client's or Merchant's use of the Administration Panel may be limited.
  - b. After next 4 days without making a payment from the moment described above, all shop templates active in a given Administration Panel may be blocked.
  - c. 30 days after the Minimum Balance is reached, the Operator may issue a VAT invoice in the amount of the Balance debt and a demand for payment. The customer is charged an additional fee for issuing a demand for payment - according to the Price List. The Client also receives a notification about a VAT invoice and a demand for payment in a Ticket.
  - d. 18 days after the Minimum Balance is reached, the Operator may issue a VAT invoice in the amount of the balance debt and a pre-trial payment request. The Client or Merchant is charged according to §6 point 7 b in accordance with the applicable Price List. In addition, the Operator may terminate the contract concluded with the Client or Merchant for an indefinite period due to the Client's or Merchant's fault as a result of arrears in payments. The Client or Merchant also receives a notification



- about the issue of a VAT invoice, pre-trial payment request and termination of the contract in the form of a Ticket.
- e. For fixed-term Contracts, 18 days after the Minimum Balance is reached, in addition to the procedure as in § 5 point 11 d, the Operator may deem the Client or Merchant to have resigned from the Services in accordance with § 7 point 1 c and charges fees in accordance with § 7 point 1c and § 6 point 7 b.
12. If the Client or Merchant has funds accumulated in the CSC, 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 or Merchant.
  13. The Operator indicates an appropriate Operator's Account for each Settlement Currency.
  14. The Merchant / 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 Merchant / Client agrees to withdraw funds from the payment card indicated by them, until the Customer / Merchant revokes this consent. If it is not possible to debit the card, the Merchant / Client will be asked by the Operator to take the action of making the payment themselves.
  15. If the Client or Merchant, 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 Merchant or 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.

## §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 IdoSellBlog 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 or Merchant 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 or Merchant has the right to refuse to accept new Terms and Conditions and the Price list. Lack of acceptance is equivalent to termination of the Contract on general terms, counted from the day of the receipt of the refusal in a Written Format.
    - a. Clients or Merchants 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 or Merchant, the 3 month termination period is assumed.
    - b. The termination period for Clients or Merchants with a fixed term contract is described in §7.1 c and d.
  - c. If a notification of termination of the contract is submitted before the new Price List and new Terms and Conditions become effective, if this is clearly indicated by the Client or Merchant, the Terms and Conditions and the Price List effective on the day of submission of the notification shall apply.
  - d. The Operator shall not be obliged to refrain from updating the Service's functionality during the Termination Period, unless such activity makes it impossible for the Client to conduct internet sales.



- e. The Operator shall not be obliged to refrain from updating the Service's functionality, which relates to integration with Third Party services, during the Termination Period.
4. Clients or Merchants can change, or commission changes to Service parameters in the Administration Panel and CSC.
5. If a payment delay exceeds 30 days and the Client or Merchant uses the Subscription plan with a dedicated server or a virtual dedicated server, the Operator has the right to make a decision to transfer the shop at the expense of the Client or Merchant, according to the Price list, to a Shared Server, and decrease the Subscription plan to the ELASTIC CLOUD variant. Any new request for migration to a virtual dedicated server shall be executed exclusively through a migration to the CLOUD PRO Subscription plan on general terms.
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 or the Merchant 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 or Merchant did not meet the termination deadline.
  - d. The payment deadline for an invoice has been exceeded in accordance to §5 item 4.c.
  - e. When additional recurring services are ordered, the Operator may assume that the Client or Merchant expects such services to be maintained cyclically. If the Client or Merchant 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. At the request of the Client or Merchant, the Operator changes the Client's or Merchant's Subscription plan; in such case:
  - 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. Additional Fees are calculated in proportion to the number of days remaining until the end of a given Billing Period, counting from the day on which the Subscription Plan was changed.
  - c. 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 / Merchant's willingness to make such a change.
  - d. When changing the Smart CLOUD Annual Plan to the CLOUD PRO Subscription Plan, the Operator is not obliged to make any refunds to the Customer Balance for Subscription Fees, commissions or Activation Fees.
8. The first year of using the Smart CLOUD Subscription plan and the Smart CLOUD Annual Plan is counted continuously from the Activation and it is not affected by changing to any direction of the Subscription Plans.
9. If the Operator provides the Client or Merchant with more than one Price list to choose from:
  - a. The Client or Merchant 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 or Merchant changes the Price list, the Settlement Currency is changed as well.
10. The Client or Merchant may not change the Settlement Currency without a change of the Price list.
11. If the Client or Merchant changes the Settlement Currency and the Balance is positive:
  - a. The Client or Merchant 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 or Merchant, in accordance with §6 item 10.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 or Merchant may not apply, in accordance with §5 item 5, for a return of a surplus Balance which results from a conversion described in §6 item 10.b.
12. Clients or Merchants may not change the Settlement Currency if the Balance is negative, or if they are on a fixed term Contract.

## **§7 – Contract termination**

1. Contract can be terminated by:
  - a. The Client or Merchant, if it is an open-ended Contract, by adhering to the 2 month, or longer, termination period requirement.
  - b. The Operator, with a 3 month termination period, effective from the end of the current settlement period.
  - c. A fixed term Contract cannot be explicitly terminated by the Client or Merchant. If the Client or Merchant requests the Contract to be terminated prematurely, the Operator removes the Client's or Merchant'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 or Merchant 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 or Merchant used the ELASTIC CLOUD or CLOUD PRO Subscription plans or Smart CLOUD, if the Client or Merchant 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 point 7 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, otherwise being null and void, takes place in: CSC in a form of a document or in a written form which must be delivered to the Operator's official address. In situations indicated in the Terms and Conditions and Annexes, termination of the contract with immediate effect - may take the form of a ticket.
3. During the period of notification and two months before, the Client or Merchant may not change the Subscription plan to a lower one. The Client or Merchant 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 or Merchant paid for the higher Subscription plan.
4. Clients or Merchants are obliged to provide correct billing data during the whole term of the Contract. If Clients or Merchants change their billing data, they are obliged to notify the Operator using a Ticket and to provide a copy of company registration documents which confirm the change.
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 paragraph 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 or Merchant.
6. The Operator reserves the right to terminate the Contract with immediate effect at the fault of the Client or



Merchant if:

- a. Provisions of the Terms and Conditions are infringed by the Client or Merchant in a flagrant manner, in particular related to the Client's or Merchant's arrears in payments;
  - b. Laws and regulations effective in Poland or in another country where the Client's or Merchant's sales takes place are flagrantly infringed, including the Client or Merchant selling products illegally, selling stolen products, sending out spam, or there is a suspicion of abuse or crime, failure to comply with the prohibition on distribution of products or services referred to in §2 point 4 of Annex 1 to these Regulations,
  - c. The Service is used contrary to its designation or the Client or Merchant acts intentionally to cause damage to the Operator.
7. If the Contract is terminated as a result of circumstances described in §7 item 5 or §7 item 6, and the Balance is positive, the Operator is not obliged to return the available funds to the Client or Merchant
  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 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 termination of the Contract or 14 days from the receipt of request from the Client or Merchant in a Written Format.
  9. During the termination period, if the termination request was filed by the Client or Merchant, the Client or Merchant 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 item 4.b, canceling the request equates to the updated Terms and Conditions and Price list being accepted by the Client or Merchant.
    - a. If the Client or Merchant was on a fixed term Contract, funds equivalent to the amount they paid for terminating the Contract, from the moment of access withdrawal to the end of the Contract term, will be returned to their Balance.

#### **§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 or Merchant 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 Clients or Merchants of it in advance.
2. The Operator does not maintain Services being used inconsistently with their intended designation.
3. The Operator can change the Client's or Merchant'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 or Merchant, and the Client or Merchant should use the ELASTIC CLOUD or CLOUD PRO Subscription plans instead.
  - b. The maximum number of 100,000 API calls in the Smart CLOUD Subscription Plan has been exceeded, then it will be automatically changed into the ELASTIC CLOUD Subscription Plan. Return to the Smart CLOUD Subscription Plan will be possible provided that the limit of 100,000 calls is not reached in the full calendar month of the ELASTIC CLOUD Subscription Plan validity.
  - c. Recommended monthly order number has been exceeded, then the Client's or Merchant's subscription plan is changed to CLOUD PRO
  - d. Current Subscription plan is no longer available in the Operator offer and its use by the Client or Merchant is unfavorable for the Client or Merchant or the dedicated server if overloaded, or its load causes visible slowdown in the Client or Merchant shop.
4. The Operator reserves the right to reject a Client's or Merchant's request for migration to a lower Subscription plan if the Service, after such migration, may not work correctly or its performance will be visibly slower.
5. 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.
6. The moment the Service is terminated, all recurring and additional services, and Supporting Applications operating within the same domain are deactivated, regardless of the how long the service fee was paid for.



7. 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.
8. Service fee covers exclusively the remuneration for the usage of the Service. It does not cover costs related to obtaining access to the Service, 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 or Merchant's office.
9. Commission on turnover in the Smart CLOUD Subscription plan is calculated:
  2. In arrears, at the end of a given Settlement Period.
  3. After exceeding the Subscription Fee in a given Settlement Period, if the value of the commission in a given Settlement Period is lower than the Subscription Fee, then the commission is included in the fee.
  4. Only for Qualified orders which purchasing process took place through the store's website. The commission does not calculate the turnover from orders added by the API, manually through the Panel, marketplaces, and auction websites.
  5. In total, for Qualified orders placed in a given Settlement Period in all currencies in the Panel irrespective of their execution status. The value of qualified orders in currencies other than PLN is converted into PLN at the average NBP exchange rate on the last day of the Settlement Period. If an order is incorrectly included as the Qualified order in the invoice settlement, the Client may apply for a refund for the Balance as part of the standard complaint procedure described in Terms and Conditions.
10. Fees for an order over the limit in ELASTIC CLOUD and CLOUD PRO Subscription Plans are charged
  - a. daily, in total for all orders from Stores operating within the Administration Panel
  - b. after exceeding the limits specified in the Subscription Plan in a given Billing Period,
  - c. for each Qualified order placed via the Store's website or marketplace specified on the Operator's websites
  - d. orders placed by POS are not taken into account
11. If an Implementation Package is ordered, relevant work is executed on the basis of Guidelines provided by the Client or Merchant, which must be consistent with the up to date list of Service functions and must correspond to the chosen implementation variant. If the Client provides a custom Template design executed, such design is regarded as Guidelines.
12. In the event of a justified risk that the time budget will be exceeded at the implementation stage, after the receipt of the Guidelines, the Operator has the right to demand a change of the implementation variant or an adjustment of Guidelines to time limits of the chosen implementation version, a change of implementation variant, or charge Additional fee in the amount necessary to perform the task on the same terms as in the event of additional, individual service work.
13. If the Operator and the Client or Merchant did not sign an implementation settlement which would indicate the scope, cost or functionality of the implementation, it is accepted that all modifications agreed between the Operator and the Client shall be made on general terms.
14. If, after the Client or Merchant has accepted the task related to the implementation of the Implementation Package, 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 or Merchant for the implementation of the Implementation Package are not refundable in full or proportionally to the work performed, except for situations where the resignation is due to the Operator's fault.
15. The use of the ready templates of Shop Masks 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 shop Masks as part of the Implementation Package 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.
16. The use of the ready templates of Shop Masks 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.
17. 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 Store'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 or Merchant uses Smart CLOUD, ELASTIC CLOUD Subscription Plans and uses the resources of the Server on which the Services of other Clients or Merchants 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:
  2. 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.
  3. 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.
  4. Every Client or Merchant 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.
  5. Ordering a Supporting Application starts a subscription, the first 30 days of which are free. The Client or Merchant 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.
  6. 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.
  7. The Operator assumes that the Client or Merchant requires recurring usage of Supporting Applications. If the Client or Merchant 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.
  8. If the Client or Merchant 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 or Merchant.
  9. The Operator is not obligated to renew a subscription in case a Supporting Application is no longer supported.
  10. Subscriptions cease being valid once the Service is no longer provided.
2. The Operator may provide additional services regulated by separate Terms & Conditions, or the Operator's website. Those services can be activated by the Client or Merchant.
  - a. Complaints related to such services shall be handled according to regulations outlined in these Terms & Conditions, unless individual service Terms & Conditions or informations on the Operator's website state otherwise.
  - b. Additional services may be run on behalf of the Client or Merchant with the assumption of a predefined minimum period of using these services. In the event the Client or Merchant resigns from such a service before the minimum period has elapsed, the Operator has the right to charge the Client



- or Merchant a compensatory payment on the terms applicable under the given additional service.
- c. The Operator has the right to limit or exclude Clients or Merchants access to the services described in this section of the Regulations without giving a reason.
  - d. Services offered as part of this model are:
    - a. Ido Accounts
    - b. IAI Ads
    - c. IdoPay
    - d. Broker
    - e. IAI RS
    - f. Elasticsearch
  - e. In the case of Subscription plans with a shared server (ELASTIC CLOUD and SMART CLOUD), the Operator has the right to refuse the Client's request to change courier services from IAI Broker to another, without giving a reason. In the case of migration to these subscription plans from plans with a dedicated server (DEDICATED CLOUD and CLOUD PRO), the Operator has the right to switch the Client to IAI Broker courier services.
  - f. The IdoPay service is obligatorily included in the Smart CLOUD subscription plan and it is the only option to support online payments in this Subscription Plan.
  - g. If the total cost of payment of at least 10% of card payments processed through IAI Pay (due to interchange and transaction fee difficult to predict at the time of negotiating the flat rate and determined only after the transaction), it will exceed the level of the commission set for IAI Pay, the Operator one week in advance can change the method of settling card payments for a given Client from standard to IF ++. In the event of such a change, the commission rate for pay-by-link and BLIK payments does not change.
  - h. The method of settlement marked as IF ++ means that the transaction cost is charged to the Client after making it and knowing the Total Cost of Payment, which results from the country of origin of the card and its type and consists of a standard, general interchange fee, general transaction fee and 0.4% of the value transactions.
3. The Operator is obliged to provide the Client or Merchant 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 or Merchant 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 day and to answer them as quickly as possible, on the same terms for all Clients Merchants.
  - 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, if the Client or Merchant uses language or other means of expression which are generally regarded as offensive and obscene. In such event provision of technical support 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 or Merchant 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 or Merchants 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 or Merchants.
  - 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.
  - d. 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.
  - e. The Consultant answering the call has the right to terminate the call when they regard that the call lasts too long or the Client or Merchant abuses technical support which makes contact for other Clients or Merchants impossible.
  - f. 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 or Merchant.
  - g. Clients or Merchants 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 or Merchant 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 or Merchant 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 or Merchant 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 or Merchant using the Broker service in a given month exceeds the BOK 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 or Merchant's registered office. The verification letter contains a code that should be entered by the Client or Merchant 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 or Merchant are blocked, which prevents their withdrawal by the Client or Merchant. At the request of the Client or Merchant - the code generation and sending procedure may be repeated.



9. The Operator may expect Additional tasks to be commissioned if the Client or Merchant inquires about:
  - a. Checking and debugging of the Client's or Merchant'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 or Merchant, as add-ons to the Template designed by the Operator, or during the process of editing the Template's code by the Client or Merchant.
  - c. API usage, including verification of the performance of programs used by the Client or Merchant, designed by the Client or Merchant, 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 or Merchant 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 or Merchant, 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 the helpline, 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 the helpline. Effective reporting of a critical failure in writing is possible during the working hours of the Service support hotline 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 or Merchant 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 or Merchant 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.
  - c. If the Client or Merchant 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 or Merchant 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 or Merchant 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 or Merchant 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 or Merchant 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 or Merchant, time for testing and preparation of manuals or documentation shall be included in paid time of execution of the task.
2. Clients or Merchants are required to pre-approve the cost of all paid Additional tasks.
  - a. The Client or Merchant 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 or Merchant. 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 or Merchant shall accept the new, higher cost of execution. If the Client or Merchant 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 time of execution of a task 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 or Merchant 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 applications are made after the commission, according to specifications and under the supervision of the Client or Merchant 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 scope of the order 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 or Merchant.
  - 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 or Merchant 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 or Merchant, whose responsibilities include designing, implementation and maintenance of the Individual Application in the panel ensuring a high level of security and compliance with the Privacy by Design rules of GDPR.
  - f. If the Operator determines beyond reasonable doubt that the individual application in the panel works to the detriment of one or more Clients or Merchants, for example due to faulty security and the risk of loss or destruction of the Client's or Merchant'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 or Merchant 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 or Merchant 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. Clients or Merchants use integrated services of Third Parties at their own risk, in particular:
  - a. They should contact the Third Party before the integration is enabled, unless information provided on the Third Party's website states otherwise.
  - b. They should always check whether the course of the integration was correct.
  - c. In the event of a breakdown they should provide the Operator with all information necessary for 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 or Merchant through the Customer Service Center, 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 Customer or Merchant also indicates: scope of works, guidelines for their implementation, and determination of priorities.
2. After receiving the message indicated in point 1 The Operator assigns a WDC Specialist to the Client or Merchant 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 or Merchant's guidelines sent so far and the proposed sequence of their implementation. The specialist will also inform you about the approximate time of starting work on the contract day, which will constitute the work plan. The Client or Merchant 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 or Merchant to contact a WDC Specialist during contract work. The contact takes place via the link contained in the message referred to in point 4.
7. If any issue has not been clarified before the contractual date, the Operator will try to get a response from the Client or Merchant. Therefore, it is recommended that the Client or Merchant monitor the message from point 4 and answered any questions as quickly as possible. If the Customer or Merchant 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 or Merchant in the Online Store.
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 Contractual 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 contractual 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 point 4, a summary of the changes made, including the time they worked on each point of the plan.
  13. The operator provides a warranty for the performed contractual 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. 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", ie 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 Store, 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. In 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 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 or Merchant who chose not to do so 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 IdoSell 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 or Merchant.
  - 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 or Merchant 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 or Merchant 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 or Merchant 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 Merchant, 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 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 Clients or Merchants 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. Clients or Merchants 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 or Merchant 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 or Merchant 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 or Merchant 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 or Merchant.
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 or Merchant .
3. The Client may sue the Operator only after exhausting the available complaint proceeding options.
4. The Operator shall not be responsible for any loss of, or modification of data by the Client or Merchant 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').
5. The Operator shall not be responsible for loss of Authorization Data, or any use of such data by an unauthorized party.
6. 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.
7. 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 or Merchant, search for photos, fonts or other files not provided by the Client or Merchant, but necessary for the execution of tasks, as well as correction of texts with linguistic errors.
8. Individual services, solutions, or applications, which go beyond the standard scope of the Service and are created on the Client's or Merchant's order in the "time&material" model, are not subject to the Operator's liability, unless the Operator and the Client or Merchant 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 or Merchant to co-manage, monitor or secure them.
9. A complaint made by the Client or Merchant 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.

10. A complaint related to an invoice issued in accordance with §5 item 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.
11. 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.
12. If access to the CSC is not possible, a complaint shall be made in a Written Format and sent to the address indicated on the Operator's website.
13. The Operator shall examine a complaint within 14 days from its delivery and shall send a response to the Client or Merchant, with the decision and its justification, in a Written Format.
14. If the Client or Merchant makes use of Technical Support and services performed by an Affiliate Partner indicated by the Client or Merchant or makes use of Affiliate Partner External Services (ES), the Client or Merchant shall send the complaint, via a Ticket, in the first instance to the Affiliate Partner. If the complaint is unsuccessful, the Client or Merchant 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.

#### §15a – Warranty for Service Work

The operator provides a guarantee for the performed Service works in accordance to the following principles:

1. 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.
2. 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 or Merchant for the service works. The Operator's liability does not cover lost profits.
3. 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 or Merchant of its result in the ticket. If the complaint is accepted, the Operator will also notify the Client or Merchant about the form and date of its settlement.
4. 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 or Merchant 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 or Merchant 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/Merchant or other Clients/Merchants.
  - 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 or Merchant 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.
5. Matters not subject to complaint:
- a. Functional restrictions resulting from objective restrictions in the execution of the order, which neither the Client or Merchant 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 or Merchant, 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 or Merchant 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.
6. After the warranty period, the Operator assumes that the work has been carried out as expected by the Client or Merchant 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 or Merchant is required.
- a. The Client or Merchant 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 or Merchant 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 Store or Service, as a whole.
7. 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 or Merchant, own experience, and in accordance with the art, taking into account the principles of scalability, security and possibilities of further development of functionality.
8. If the Client or Merchant 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 § 10 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 & Conditions come into effect from the date provided, the previously published Terms & Conditions apply. These Terms & Conditions apply to all current Clients from the date provided, with the exception of new Clients or Merchants who order and activate the Service during the period between these Terms & Conditions are published on the Operator's website and their effective date - in this case the



new Terms & 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 or Merchant 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 or Merchant 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 or Merchant 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.



# Annex 1 regarding the provision of IdoPay payment services by the Operator

## §1 Definitions:

1. **Acceptor** – the Merchant for whom Payment is made using the IdoPay Service.
2. **Payment service provider** - the Operator providing services to clients as a small payment institution - within the meaning of art. 2 point 17b of the Act of 19 August 2011 on payment services (Journal of Laws of 2019, item 659, as amended)
3. **Other payment service providers** - third parties that run websites or mobile service websites where the store's Customer can make payments to the Merchant.
4. **Card** - a payment card issued under Visa or International or MasterCard International systems, admitted to the regulations of these systems for the execution of transactions without physical presence.
5. **Financial market entity** – within the meaning of art. 2 point 3 of the Act of 5 August 2015 on consideration of complaints by financial market entities and the Financial Ombudsman (Journal of Laws of 2019, item 2279, as amended), meaning the Operator providing services to individuals as a small payment institution – within the meaning of art. 2 point 17b of the Act of 19 August 2011 on payment services (Journal of Laws of 2019, item 659, as amended).
6. **Payment** - transfer of funds made by the Customer as payment to the Acceptor in order to perform a financial obligation arising as a result of a transaction between the Customer and the Acceptor.
7. **Payment Account** - Operator's bank account used to perform the IdoPay Service, to which funds are transferred that the Operator accepts in the performance of the IdoPay service for the Merchant.
8. **IdoPay** - the acquiring service within the meaning of the Act of 19 August 2011 on Payment Services provided by the Operator to the Merchant supporting the service of making payments between the Merchant and the Store's Customer and integrated with the Service.
9. **IdoPay Terms and Conditions** – the present Terms and Conditions.
10. **Chargeback Complaint** - a procedure initiated in specific situations by the Client that allows them to recover funds from the questioned card payment transaction. This is an action resulting from a decision made by the card issuer in relation to the Merchant who accepts the payment with cards under an agreement concluded with the Operator, consisting in charging the Merchant with the value of the advertised transaction or its part.
11. **Refund** - crediting the Customer's account with the transaction amount by the Operator.

## §2 – IdoPay Service

1. The IdoPay Terms and Conditions is an integral part of the IdoSell Terms and Conditions, and supplements it in the scope of the IdoPay service regulations and together with the IdoSell Terms and Conditions or the IdoBooking Terms and Conditions and applies to the Merchant from the moment the IdoSell service agreement is concluded or from positive verification of the Merchant by the Operator who has a contract concluded - to enable them to use the IdoPay service.
2. It is necessary for Merchant to become familiar with this Terms and Conditions of the IdoPay Service as an integral part of the contract between the parties. Any behavior of Merchant and Operator contrary to the content of this Terms and Conditions will result directly from the content of this Terms and Conditions and Terms and Conditions of IdoSell and applicable law.
3. The IdoPay service is performed by the Operator - IAI Sp. z o.o. in Szczecin using the technological solutions of the following other payment service providers:
  - Blue Media S.A. with its registered office in Sopot at ul. Powstańców Warszawy 6, registered under KRS number 0000320590;



- eCard S. A. with its registered office in Warszawa (00-043) at ul. Czackiego 7/9/11, Warszawa, registered under number KRS: 0000042304;
- Krajowa Izba Rozliczeniowa S.A. with its registered office in Warszawa (02-781) at ul. rtm. Witolda Pileckiego 65, registered under number 0000113064.

4. The Operator will not conduct conversations and will not offer the IdoPay Service for Merchants: (1) who appear in various databases, whether they are payment organizations or generally available, and are listed in them as entities about which objections have been raised by other companies or who are struggling with experiencing financial difficulties, and (2) who offer or wish to offer the following products:

- 1) containing pornographic content, especially involving persons under the age of 15, content related to the use of violence or the participation of animals;
- 2) items containing content and inciting hatred against national, ethnic, racial, religious differences or because of religious denominations;
- 3) materials that contain content that infringes personal rights of third parties;
- 4) music, movies, software and other products that infringe copyright / intellectual property;
- 5) hazardous chemical substances in pure form, which can be life-threatening, health and environment;
- 6) psychotropic substances and intoxicants, in particular drugs, as well as other substances that are intended to be used as substitutes, regardless of whether the possession and trade in such substances is prohibited by law;
- 7) explosives and pyrotechnics;
- 8) human or animal organs;
- 9) live or dead animal specimens (as well as parts or derivatives thereof) belonging to species included in currently applicable Annexes A- D to Council Regulation (EC) No 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein;
- 10) counterfeit products, i.e. Products or services marked in a way that may mislead customers as to their origin, quantity, quality, ingredients, performance methods, suitability, applicability, repair, maintenance or other relevant product features;
- 11) software adapted to carry out activities that violate the law or decency, including:
  - a) containing computer viruses;
  - b) enabling to download information about a computer user without their knowledge;
  - c) used to remove blockades and passwords from desktops and portable hard drives and other storage media and car radios, as well as information and services related to the removal or establishment of such blockages;
  - d) enabling the generation of e-mail addresses from websites or enabling the mass sending of messages to users of websites, messages, etc. who have not given their consent;
- 12) instructions and website addresses (links) and FTP servers, in particular containing information enabling or facilitating:
  - a) creating or taking possession of hazardous materials;
  - b) violating applicable law and those whose possession is prohibited;
  - c) violation of applicable law;
  - d) personal data or e-mail addresses;
- 13) services and items related to participation in the so-called Financial pyramids, i.e. financial structures created on the basis of acquiring new members, where the main (or exclusive) source of profit is the entry fees they pay;
- 14) weapons and ammunition whose possession or trade requires obtaining appropriate authorization or registration, and gas throwers, including pepper spray, regardless of whether their possession or trade is restricted by law;
- 15) mp3 files, pornographic, gambling and lottery content;
- 16) handling of electronic money, in particular cryptocurrency;
- 17) advisory services;
- 18) drugs and drug accessories, substances and products that can be used as narcotic drugs or psychotropic substances (including "legal highs").



### §3 - Merchant's obligations

1. The Merchant undertakes to provide payment options to all Store's Customers using its website and to place logotypes of other payment service providers, through which its Customer can make payments for purchased goods or services. In addition, the Merchant is obliged to comply with the regulations of Visa and Mastercard payment organizations - regarding payment card acceptance procedures.
2. The Merchant undertakes not to apply, in the case of card payments, higher prices than those used for other forms of payment.
3. The Merchant is required to provide the Customer with a receipt or invoice confirming the transaction, which must be issued and delivered to the Store Customer in accordance with the law.
4. All stores in a given administration panel should be managed by the Merchant or by persons authorized to act on their behalf. In particular, the Merchant should be indicated in the terms and conditions as the entity obliged under the sales agreement with the Online Store Customer. If the Operator finds a different state of affairs, the Operator has the right to disable the IdoPay service for the entire panel. The above also applies to Merchant's operations in the form of branches.
5. The Acceptor undertakes to inform the Operator about:
  - a) any events related to the transactions made with the use of the Cards at the Acceptor's, which would indicate an attempted or committed criminal act by store customers,
  - b) about all changes related to the conducted activity, in particular about changes of contact details and any other changes affecting the acceptance of transactions.
6. The Acceptor undertakes to post and maintain on its website a short information about the Operator, consisting of the Operator's logotype.
7. The Acceptor will sell goods and services to shop customers who pay with Cards without any restrictions. The Acceptor undertakes not to conduct activities consisting in providing other entities with access to the services provided by the Operator to the Acceptor. The Acceptor represents that the Acceptor's products comply with the category of goods and services provided by the Acceptor during the Acceptor registration process with the Operator. The Acceptor declares that the products sold by the Acceptor using the Partner's solutions are free from any defects and will not infringe or threaten to infringe the rights of third parties, in particular proprietary copyrights and moral rights.
8. The Acceptor undertakes to place the following information on their websites:
  - a) the website of the Acceptor should visibly present information about the possibility of making transactions with Payment Cards and display the VISA and MasterCard logos in full colors.
  - b) The layout and design of the Acceptor's website should allow the customer easy and unlimited access to all required information.
  - c) The following information should be available on the Acceptor's website: a. Full name and address of the Acceptor's registered office; b. Contact details of the Acceptor (e-mail address, telephone number); c. Information on all available payment methods; d. Regulations describing the terms of purchase and delivery of goods / services, with particular emphasis on: i. delivery methods offered by the Acceptor; ii. information on full delivery costs; iii. possible export restrictions; iv. conditions for complaints or returning goods / services and the possibility for the customer to withdraw from the transaction; v. Information on the forms of personal data protection used by the Acceptor.
  - d) Before making the transaction, the customer must confirm that he has read the above regulations, for example by using the "I accept" button displayed.
  - e) In addition, it is recommended to provide the customer making a transaction with a payment card with information that allows the CVV2 / CVC2 code to be found on the card.
  - f) All the above information should be available in Polish.
  - g) It is recommended that - when the Acceptor's website offers services in foreign languages - all the above-mentioned information should also be available in appropriate translations.
  - h) If the Acceptor calculates surcharges for transactions made with MasterCard cards related to the costs of servicing payments, the Acceptor's website should contain information about their amount and the method of calculation. The amount of additional payments should correspond to the real costs incurred by the Acceptor. It is forbidden to add surcharges to transactions made with Visa cards, unless the relevant



surcharges are added to all payments made using other electronic payment methods available at the Acceptor.

- i) All descriptions of goods / services offered on the Acceptor's website should be available in Polish.
- j) The description of the good / service should contain at least: a) Name of the good / service; b) Description of the main functional quality; c) The name of the manufacturer or importer; d) The price with the currency and information whether it includes VAT.
- k) It is recommended to use as complete and accurate descriptions as possible in order to minimize the risk of complaints.
- l) The Acceptor's website may not contain any content or materials prohibited by applicable law in Poland.
- m) The Acceptor's website may not contain any pornographic content or materials.

#### **§4 - Merchant's specific obligations in the field of recurring payments, OneClick payments and MO / TO payments.**

1. If the Merchant uses the following payment processing functionalities as part of the IdoPay Service:
  - a) Recurring Payments type, executed on the basis of a standing order of the Cardholder ("Recurring Payments");
  - b) Credential-on-File type, implemented in order to enable Clients (Cardholders) to initiate Transactions for Merchants using the saved details of the Client's payment card ("One Click Payments");
  - c) Mail Order / Telephone Order ("MO / TO") - IAI will allow the Merchant to accept non-cash payments in Polish zlotys made with Cards, via the MO / TO system. The term "MO / TO" is understood as a system for handling Authorizations without the physical presence of the Card. The order to debit the Card takes place by providing the Customer with his Card details via a secured website, - the provisions of this section apply.
2. Transactions under Recurring Payments and One Click Payments will be carried out only after prior registration of the Cardholder in the IAI website (or the entity through which IAI handles Transactions). The registration will be for the purpose of proving that the Customer requesting the Recurring Payment or One Click Payment is the eligible holder of the Card to be charged. As a result of the positive registration of the Cardholder, IAI will provide the Merchant with a unique number identifying the Card ("Token"), with the use of which it will be possible to process One Click Payments. Before registering the Card on the transaction website, the Merchant is obliged to obtain from the Customer consent to regularly charge fees by launching the Recurring Payments or One Click Payments service. The above consent is stored on the IAI website.
3. The agreement concluded between the Acceptor and the Cardholder in order to launch the Recurring Payments service on the Acceptor's website must include in particular:
  - a) the amount and date of debiting the Card,
  - b) information whether the above data is constant or variable (and if so, according to what key or how changes can be made),
  - c) indication of the agreed communication channel between the Acceptor and the Customer.
4. The Acceptor - via the IAI system - must provide the Customer with a simple and easily accessible way to cancel / withdraw from the Recurring Payments and One Click Payments service. If the Customer resigns from the Recurring Payments service, the Acceptor may not use the received Token to make further Transactions.

If:

  - a) any trial period or promotion for the Recurring Payments or One Click Payments service has ended,
  - b) the terms or conditions for performing Recurring Payments or One Click Payments have changed,
  - c) in accordance with the regulations of the International Payment Organizations, the consent of the Cardholder for subsequent charges as part of Recurring Payments expires, expires or requires renewal, - the Acceptor is obliged - using the IAI system - to conduct the process of obtaining consent for the execution of Recurring Payments with the Customer again or One Click Payments and Card registration.
5. The Acceptor - by using the IAI system - undertakes to properly secure all data related to the processing of the Transaction under this Agreement, in particular regarding the Token, so that they are not used by unauthorized persons, contrary to their purpose. IAI has the right to check the manner in which this data is stored.



6. The Acceptor undertakes that during the term of the agreement they will meet all the necessary requirements and rules for the protection of information regarding payment cards specified in the PCI-DSS (Payment Card Industry Data Security Standard) standards, published on the website [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org), in particular, the Acceptor will submit appropriate verification to confirm compliance with the PCI-DSS standards, according to the rules set out therein and to the extent depending on the number of transactions made with payment cards by the Acceptor in a given period. During the term of the Agreement, the Acceptor is obliged to provide, at each request of IAI, the appropriate completed SAQ form, signed in accordance with the rules of representation or by a person authorized to act on behalf of the Acceptor.
7. The Acceptor undertakes to use the MO / TO software in accordance with the technical documentation and not to modify it without consulting IAI. In the event of a breach of these obligations, IAI may discontinue technical support. The merchant undertakes to implement and follow the security procedures agreed with IAI related to the storage of Card data. The Acceptor undertakes, at IAI's request, to make available all security procedures related to the activities related to this agreement. The Acceptor will also provide IAI with the possibility to audit the security of the systems in which Card data is stored (if the Acceptor has access to them). The Acceptor will bear all liability, including penalties imposed by International Payment Organizations, in the event that data stored in Acceptor's systems is leaked and / or used to carry out fraudulent transactions.

#### **§ 4 The method of concluding and implementing the contract for the provision of the IdoPay Service as well as the rights and obligations of the Operator**

1. Unless these Terms and Conditions provide otherwise - the contract is concluded through the tools on the Operator's website in the following steps: familiarizing with the provisions of the applicable Terms and Conditions and Price List, placing the order, accepting the provisions of the Terms and Conditions with Annexes and Price List, which form an integral part of the contract, making the payment of the Activation Fee. In addition, a Merchant is asked to complete the KYC survey in consecutive steps and attach the relevant documents. Then the person representing or authorized to act on behalf of the Merchant - approves the contract and the completed survey – with the generated PIN. After the Operator made a positive verification of data and documents presented by Merchant in the abovementioned survey - the IdoSell agreement is concluded and the IdoPay Service is activated.
2. In order to apply financial security measures against Merchants having concluded IdoSell or IdoBooking service contracts - they will be asked within the time limit set by seven logins to the store's administration panel - to complete the KYC survey available in the CSC and accept it - with an individual PIN. The Operator's inability to verify the Merchant due to: failure to complete the KYC survey, incorrect completion and its correction, despite being contacted by the Operator, failure to contact Merchant - will terminate the concluded IdoSell agreement in the part regarding the Pay service with the immediate effect. Termination of the contract in the part concerning the IdoPay service - will be followed by a message. §3 point 13 shall apply accordingly.
3. In the case of contract assignment - the Assignee completes the KYC survey; the Assignee completes the KYC questionnaire in the manner described in point 1, the positive verification result made by a person authorized by the IAI - at the same time constitutes the IAI's consent to the assignment of the online store panel;
4. The Operator being an obligated institution within the meaning of art. 2 clause 1 point 3 of the Act of March 1, 2018 on counteracting money laundering and financing of terrorism (Journal of Laws of 2019, item 1115 as amended) applies financial security measures to a Merchant.
5. Financial security measures include, among others
  - 1) Merchant identification and verification of their identity;
  - 2) identification of the real beneficiary and undertaking justified actions in order to:
    - a) verify their identity
    - b) establish the ownership and control structure - in the case of Merchant who is a legal person;
6. The Operator, applying the financial security measures referred to in item 5 above, identifies the person authorized to act on behalf of a Merchant and verifies their identity and authority to act on behalf of the Merchant.
7. Merchant identification consists in establishing in the case of:



- 1) a natural person conducting business activity:
  - a) name and surname,
  - b) citizenship,
  - c) the number of the personal identification number (PESEL) or date of birth - if no PESEL number was issued, and the country of birth,
  - d) series and number of the document confirming the person's identity,
  - e) home address,
  - f) name (business name), VAT number and main address of the place of business activity;
- 2) legal person:
  - a) name (company name)
  - b) organizational form,
  - c) the address of the registered office or business address,
  - d) VAT number, and in the absence of such a number - the state of registration, commercial register as well as the number and date of registration,
  - e) identification data referred to in point 1 letter a and c, a person representing this legal person or an organizational unit without legal personality

8. The identification of the real beneficiary includes determining the data referred to in points 1 a and b, if the Operator has information - also the data referred to in point 1 letter c-e.

9. The identification of the person authorized to act on behalf of a Merchant includes the determination of the data referred to in point 1 letter a-d.

10. Verification of the identity of a Merchant, the person authorized to act on their behalf and the real beneficiary consists in confirming the established identification data on the basis of a document confirming the identity of a natural person, a document containing current data from an extract from the relevant register or other documents, data or information from reliable and independent source.

11. Identification of the Merchant, real beneficiary or a person authorized to act on behalf of the Merchant takes place by completing the KYC Survey and is obligatory for each Merchant. In addition, the Merchant is obliged to provide, at the request of the Operator conducting verification activities, other documents, data or information and provide any explanations.

12. For the purposes of applying financial security measures, the Operator may process the information contained in the identity documents of Merchant, real beneficiary and the person authorized to act on their behalf and make copies thereof. The data will be stored and processed by the Operator no longer than necessary for the implementation of the above-mentioned objectives and statutory obligations.

13. In order to perform the IdoPay service and only to the extent that it is necessary (e.g. ID granted by a card organization) - the Operator may transfer Merchant's personal data to other payment service providers, who will become independent administrators of this data.

14. In addition, the Operator, being obliged to use internal procedures aimed at preventing the use of the Service for money laundering or terrorist financing - reserves the right to apply cyclical and ad hoc financial security measures. For this purpose, the Operator may request the Merchant to provide relevant explanations, submit documents, etc. An explicit or implied refusal or lack of response on the part of Merchant will be seen as the impossibility of applying financial security measures implying the need to terminate economic relations. In this situation, the Operator on the basis of internal procedures will consider whether the inability to apply financial security measures will result in the need to notify the Chief Financial Information Inspector.

15. The IdoPay Service are available only to verified Merchants from Poland and certain European Union countries, provided that they fully apply to the e-commerce law applicable in Poland.

- a) As part of the IAI Pay service, they may be used by Merchant only bank accounts verified by the Operator in Poland and in selected European Union countries.
- b) Procedures for verifying the correctness of bank accounts and their owners are set by the Operator and he may change them in time. For security reasons, the Operator is not obliged to publish and inform Merchants about current verification procedures or their changes.

16. If Merchant uses payment card payments, they cannot process data related to payment cards, acquire or sell such data. Merchant undertakes, throughout the entire period of using the Main Service and IdoPay, not to use payment card order information for purposes other than accepting payments for products, services or access to content offered only through the Merchant and the Store, for whose service is provided. The above Merchant commitment also applies to people associated with the Merchant.



17. The operator in the provision of the IdoPay service is responsible for the security of payment card data, which for the needs of the service provided, holds, processes, transfers on behalf of the Customer and to the extent that it can affect the security of this data. To this end, the Operator is required to comply with the requirements of the Payment Card Industry Data Security Standard (PCI DSS) and to verify the above for annual audits.

18. If the Merchant using the Broker or IdoPay service in a given month exceeds the amount of PLN 20,000 on the CSC balance, the Operator implements an additional verification procedure involving the generation and sending of a verification letter, to the address of Merchant's registered office. The verification letter contains a code that should be entered by Merchant in the administrative panel within 30 days of its generation. After an ineffective expiry of 30 days - the funds accumulated on the CSC balance by Merchant are blocked, which prevents them from being withdrawn. At Merchant's request, the procedure for generating and sending the code may be repeated.

19. The Operator handles the processes of chargeback complaints and the performance of obligations arising in connection with such complaints and Refunds resulting from the activities of Acceptors. If eCard provides an instruction to deduct the amount advertised by the card issuer of the transaction (chargeback), the Operator deducts the amount advertised from the current payments due to the Acceptors. If the payment to Merchant was made via a card, the refund procedure is carried out the same way.

20. The Acceptor undertakes to provide the Operator with funds to create a reserve maintained by the Partner to secure the Partner's claims against the Acceptor, arising in connection with the performance of the contract concluded with the Operator, including in connection with the Acceptor's non-performance or improper performance of obligations under the contract concluded with the Acceptor. The Acceptor is obliged to transfer the Operator the amounts to create the reserve until the reserve reaches the amount specified by eCard. The amounts referred to in the preceding sentence are transferred by way of offsetting the Operator's claims towards the Acceptor for the Acceptor's liability referred to in sentence 1 above with the Acceptor's claims towards the Operator for the transfer of the payment amount in accordance with the Regulations. The amounts for creating the reserve are deducted from the amount of transactions made with payment cards. The percentage of deductions from the amount of each transaction for creating a reserve will be indicated by eCard. The operator is entitled to maintain the reserve referred to above as well as to dispose of the amount of the reserve at its discretion. The Operator is entitled to satisfy each of its claims against the Acceptor from the amount of the provision created, to the extent permitted by law, with priority over other creditors of the Acceptor. The Operator satisfies the claims from the provision amount by reducing the provision amount by the amount of the Operator's claims against the Acceptor, about which the Operator informs the Acceptor. The operator reduces the amount of the provision in the event of failure to execute the transaction or improper execution of the transaction. If the Operator reduces the amount of the provision, the information about the difference between the amount of the provision before reduction and the amount of the provision after reduction is made available to the Acceptor. To the extent that the amount of the provision has not been allocated to satisfy the Operator's claims against the Acceptor, it is returned to the Acceptor on the date indicated by eCard. Until the amount of the reserve is returned to the Acceptor within the time limit referred to in the preceding sentence, the Operator is entitled to cover its claims against the Acceptor from the reserve amount intended for reimbursement. The Acceptor is not entitled to claim any benefits obtained by the Operator as a result of managing the reserve amount.

## **§6 Risk management**

1. The Operator acting as a payment service provider under the risk management system, takes risk mitigation measures and introduces control mechanisms to manage operational risk and security breach risk in the provision of payment services, in particular by:

- a) maintaining an effective incident management procedure, including for the purpose of detecting and classifying serious operational incidents and security-related incidents, including those of an IT nature;
- b) ongoing assessment and updating of procedures in the area of operational and security risk management, including ICT security, as well as ongoing assessment of risk mitigation measures and control mechanisms.

2. If a serious operational incident or a security related incident, including the one of an IT nature, has or may have an impact on the financial interests of Merchants, the Operator shall without undue delay notify the incident of users using its services and inform them of available measures that they can take to limit the



negative effects of the incident

3. As regards in the provision of services by the Operator as a Payment Service Provider, the parties exclude the application of the provisions of the section II of the Act of 19 August 2011 on payment services (Journal of Laws of 2019, item 659, as amended), with the exception of the article 32a.

## **§7 - Suspension of the transaction, notification to the relevant authorities**

1. The Operator is not a party to electronically concluded sale or reservation purchase agreements between the Customer and the Acceptor and is not responsible for the performance of such concluded contracts or their validity.

2. This IdoPay Terms and Conditions does not regulate and does not affect the rules on the basis of which the Store Customer is obliged to pay fees related to:

- a. execution of the Payment order under contracts concluded with the Customer's Bank or the Acceptor;
- b. incurring costs of data transmission over the Internet related to the use of the Service.

3. These Regulations do not regulate and do not affect the rights and obligations of the Customer and the Customer's Bank arising from their legal relationships, in particular related to:

- a. maintaining and servicing a Bank Account;
- b. execution of Payment orders, including the non-irrevocable payment order by the Bank of the Customer for intra-bank or interbank settlements for Payments on the next settlement day following the day of submitting to IdoSell information about the submission of the Payment order by the Customer.

4. The Operator reserves the right to suspend the transaction and notify:

- a. the General Inspector of Financial Supervision in the event of reasonable suspicion that a specific transaction may be related to money laundering and terrorist financing;
- b. the competent prosecutor in the case of reasonable suspicion that the assets subject to the transaction originate from a crime other than the crime of money laundering or terrorist financing or a tax crime or are connected with a crime other than the crime of money laundering or terrorist financing or with a tax crime;

## **§8 - Complaint procedure**

1. Complaints may be submitted:

- a. in writing in person at the Operator's headquarters or by post to the address of the Operator's headquarters,
- b. in oral form by phone or in person during a client's visit to the Operator's headquarters, whereby the Operator draws up a written report on the basis of a complaint submitted in person at the company's headquarters,
- c. in electronic form via the Ticketing system or by e-mail to [office@idosell.com](mailto:office@idosell.com).

2. The Operator will consider the Complaint within 15 days from its delivery, and then send the Client a response indicating the decision and its justification:

- a. in writing - by post sent to the Client's address indicated in the application (by default),
- b. in electronic form - by e-mail sent to the Client's address indicated in the application (only at the Client's request).

3. In particularly complicated cases preventing the consideration of a complaint and providing an answer within the time limit referred to in point 2, the Operator:

- a. explains the reason for the delay;
- b. indicates the circumstances that must be determined in order to consider the case;
- c. specifies the expected date for considering the complaint and providing a response, no longer than 35 business days from the date of the complaint receipt.

4. To comply with the deadlines referred to in points 2 and 3c, it is sufficient to send responses before their



expiry, and in the case of responses given in writing - to send them to the post office of a designated operator within the meaning of art. 3 point 13 of the Act of 23 November 2012 - Postal Law (Journal of Laws of 2017, item 1481 and of 2018, items 106, 138 and 650).

5. In the event of failure to meet the deadline set out in point 2, and in certain cases the deadline set out in point 3c, the complaint shall be considered in accordance with the will of the Client.

6. The response to the complaint should include in particular:

- a. factual and legal justification, unless the complaint was examined in accordance with the will of the client;
- b. comprehensive information on the position of the financial market entity regarding the objections raised, including an indication of the relevant fragments of the adequate standard contract or contract;
- c. name and surname of the person providing the answer indicating his / her official position;
- d. specification of the time limit within which the claim raised in the complaint examined in accordance with the will of the client will be implemented, no longer than 30 days from the day the reply is prepared.

7. If the claims arising from the client's complaint are not taken into account, the content of the reply should also include information on the possibility of:

- a. appeal against the position contained in the reply, if the Operator provides for an appeal procedure, as well as how to lodge this appeal;
- b. use a mediation institution or an arbitral tribunal or other mechanism for amicable settlement of disputes, if the Operator provides for such a possibility;
- c. requesting the Financial Ombudsman to examine the case;
- d. bringing an action to a common court with an indication of the entity that should be sued and the court with territorial jurisdiction to hear the case.

8. The Operator informs that the Client has the right to submit a request to examine the case to the Financial Ombudsman (<https://rf.gov.pl>). The Financial Ombudsman is an entity authorized to settle out-of-court consumer disputes as well as disputes between entrepreneurs regarding the provision of financial services. Disputes arising from the provision of payment services at the request of the Client may also be resolved by the Arbitration Court at the Polish Financial Supervision Authority (<https://www.knf.gov.pl> -> the "Arbitration Court" tab). Detailed information on amicable dispute resolution is available at <http://www.polubowne.uokik.gov.pl>. The customer who is a consumer is also provided with an electronic link to the ODR platform regarding out-of-court dispute resolution between consumers and entrepreneurs: <https://ec.europa.eu/odr>.

10. The Merchant is obliged to store all paper and electronic documents related to each transaction for a period of not less than 3 years, in particular a copy of the invoice confirming the transaction, reliable confirmation of delivery to the Customer of the goods or service being the subject of the transaction for which payment is made; or justification for non-delivery. The above documents and other requests Merchant is obliged to present immediately at each Operator's request (no later than within 3 business days of the Operator submitting the request), in particular in the event of a chargeback complaint. Untimely submission of documents and information requested or their failure to provide is tantamount to considering the complaint and charging the Merchant with the amount of the transaction being claimed. The Merchant undertakes to pay an additional chargeback fee for the benefit of the Operator for each accepted chargeback complaint filed by the Online Store Customer. If the chargeback complaint is accepted – the Merchant will be charged with the value of the processed transaction which the chargeback was related to. The Merchant agrees to automatically deduct chargeback fees and transaction amounts from the CSC balance in the event of a recognized chargeback complaint. In particular, the Operator may secure a certain amount on the CSC balance against the procedures related to chargeback complaints. If the CSC balance is negative (debit) or the IdoPay service will be discontinued, in order to settle the chargeback complaint, the Operator has the right to top up the CSC balance with funds from the Merchant's balance, including funds coming from withdrawals directly to the account - up to the amount of the debit.



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## §9 - Rules of liability

1. The Operator is in no way responsible for any incorrect processing of the order by the Acceptor on behalf of the Client.
2. The Operator is liable for non-performance or improper performance of Services on the principles set out in the Act of 19 August 2011 on payment services (Journal of Laws of 2019, item 659, as amended).
3. The Operator is liable for damage resulting from non-performance or improper performance of its obligations under the Agreement in accordance with the provisions of the Civil Code.
4. The Operator's liability for damages is limited only to actual, documented losses and does not include benefits that the injured party could achieve if the damage had not occurred.