



# Terms and Conditions of IdoSell Shop

Effective from the 1<sup>st</sup> of May 2015.

## §1 - Definitions

1. **The Operator:** IAI Spółka Akcyjna (tax ID: PL8522470967) incorporated in the National Court Register at number 0000325245, with the head office in Szczecin (71-064) at al. Piastów 30.
2. **Operator's website:** the website located at the address [www.idosell.com](http://www.idosell.com)
3. **The Client:** a legal person, an individual or an organization without legal identity that is able to contract obligation on their own behalf and to acquire rights. The Client may use the Service only for and in relation to their business or their professional activity. If one organization orders many administration panels, each Administration Panel is regarded as a Client.
4. **The Service:** IdoSell Shop service performed for the Client, which allows keeping websites which allow selling on the Internet.
5. **Operator's service:** the IdoSell Shop service indicated in the Terms and Conditions, executed by the Operator.
6. **Shop's client:** a person who makes purchase in the Internet shop of the Client using the service of the Operator.
7. **Terms and Conditions:** The Terms and Conditions of IdoSell Shop service, effective for the service provided both by the Operator and an Affiliate Partner.
8. **Log:** the diary of events within the Service, WWW server or another component of the Service.
9. **A visit:** one registered connection with the Service during which many sites are opened, registered for one IP address during one hour, determined on the basis of the Log of www server. Visits can also be calculated by the Operator, according to the Pricelist, if the Service manages transactions in the Third Party Services.
10. **API:** an open programming interface with which communication is made by programs which are started in systems different from IdoSell Shop cloud, including applications written by the Operator but installed on computers controlled by the Client or applications written individually, created by programmers of the Client.
11. **API call:** execution of one instruction (gate) in API.
12. **Transfer:** measured in gigabytes (GB), the sum of the volume of data sent by the Service during a given Settlement Period, determined on the basis of the Log of the www server.
13. **Movement limit:** a limit of Transfer, visits and API calls for a Service Fee chosen by the Client, determined by the Operator and enclosed in the Price List.
14. **Service fee:** remuneration for the Service provided during a certain period, paid in advance by the Client, listed in regulations and on the Price List in the item 'Service fees'.
15. **Activation fee:** remuneration for activation of the Service, paid by the Client in advance.
16. **Additional fee:** a fee paid immediately for services listed on the price list in the item 'additional fees', invoiced at Client's request or automatically, when quantitative limits of the Service are exceeded.
17. **Third Party:** a legal person, an individual or an organization without legal identity, not related directly to the Client or to the Operator.
18. **Domain:** a sequence of alphanumerical symbols, unique within the Internet, which identifies an Internet site.
19. **Activation (of a service):** provision to the Client of access to functionality and resources offered by a given Service.



20. **Implementation Package:** a set of standardized activities provided by the Operator in order to provide a new Mask of a new shop or a new Mask for an already existing shop in the process of its redesign along with all parallel activities, such as database import, implementing content and training. Types and limitation of particular Implementation Packages are included in the Price List.
21. **Individual Implementation Package:** a set of activities, individually agreed on and calculated, provided by the Operator in order to provide a new Mask of a new shop or a new Mask for an already existing shop in the process of its redesign along with all parallel activities, such as database import, implementing content and training. Types and limitation of particular Implementation Packages are included in the Price List.
22. **Price List (of the service):** A list of detailed services with their prices, including administrative fees, service fees, servicing and additional fees, provided on the website of the Operator. If an Affiliate Partner provides service to the Client, he may use his own Price List in relation to services provided by him.
23. **Settlement currency:** the currency in which the Balance is run and settlements with the Clients are made.
24. **Spam:** an application sent by electronic mail or an application which installs itself on the computer of the Client which was not the subject of the order of the addressee. In relation to a Ticket, multiple sending of the same message or sending of messages not related to Service is regarded as spam.
25. **Administration Panel:** a tool for management of the Service which requires that authorization data be presented.
26. **Authorization data:** data (login and password) that allow access to the Administration Panel, transferred during the installation process to the Client or generated by the Client using the Administration panel.
27. **Billing data:** data of the company of the Client. Such data must be confirmed by copies consistent with original company incorporation documents sent to the address of the Operator, including a copy of the issuance of tax ID number [NIP] and a confirmation of company incorporation required in a given country and for their legal form as well as information whether the Client is a VAT payer or not.
28. **Shop mask:** an interface for presentation of products and shopping dedicated for Clients of the shop, which provides individual visual and navigation features.
29. **A shared server:** a server owned by the Operator, managed exclusively by the Operator, whose equipment resources are used exclusively for provision of the Service in such a way that Services for many Clients are located on one unit and in one operating system.
30. **A virtualized dedicated server:** a server owned by the Operator, managed exclusively by the Operator, whose equipment resources are used exclusively for provision of the Service for the Client in the part that corresponds to the purchased subscription, separated by a bare metal virtualization service or a similar one.
31. **Individual server infrastructure:** a server and other elements of net infrastructure, leased from the Operator, whose equipment resources are used exclusively for provision of the Service, with set parameters, calculated individually and leased as per additional agreements regarding prices, rules and period of the lease.
32. **Guidelines:** boundary conditions which at the designing stage give direction for the Operator for implementation of the Shop mask or additional functions, defined by the Client in the Written Form before the commencement of implementation works, and not modified at the implementation stage.
33. **Supporting Applications:** additional programs installed apart from the Service, which increase functionality of the system with non-standard functions. Auxiliary Applications may be used on the basis of a license key which is available in accordance with the rules defined in the Price List.
34. **Balance:** the difference between payments made and executed works or invoiced payments. The balance may be positive (more money was paid in than deducted from the Balance) or negative (less money was paid in than deducted from the Balance).
35. **Minimum Balance:** when this level of balance is reached, the Operator is not obliged to provide the Service, including - to display the Mask of the shop.
36. **Operator's Account:** bank account or account in a system of Internet payments, indicated by the Operator for payments for the Service in the Settlement Currency.



37. **Settlement Period:** a period for which Service Fee was invoiced; –a standard settlement period is three calendar months beginning from the first day of each month. If the first day of a 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.
38. **IAI blog:** a system to transfer information to all Clients who use the Service via the Administration Panel. Information transferred by IAI blog has the same character as documents on paper, especially in relation to a notification in advance of changes or works that will be performed.
39. **Ticket:** a message sent from Customer Service via a special system for communication between the Client and the Operator. Each Ticket includes, apart from its content, given name and surname of the sender and the date and hour of its sending. Tickets cannot be modified after being sent.
40. **Written Form:** a paper letter sent as a delivery mail, a registered mail, e-mail or a letter enclosed with a Ticket signed with a qualified digital signature.
41. **CSC:** a separate part of the Website of the Operator which requires provision of Authorizing Data to get access; it allows to manage the account of the Client in the system of the Operator, use Tickets, make settlements with the Operator and perform other activities which are not directly related to management of the Site.
42. **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 a IAI Affiliate Program contract. Affiliate Partner is an entity independent from the operator, authorized by the Operator to provide service and technical support for the Client, called IAI Affiliate Silver Level Partner or IAI Affiliate Gold Level Partner. The role of Affiliate Partner is to win clients and provide services for them in a similar way to the business of the Operator.
43. **Affiliate Partner External Services:** abbreviation APES, services provided by an Affiliate Partner, which use the Service to integrate, invoice and communicate with the Client via the system of Tickets.
44. **Key functionalities:** the functions of the Service regarding the way a webpage is viewed by a shop's customers, website is indexed by internet browsers, orders and payments are taken, order content is displayed and processes of shipping a parcel to a shop's customer on time is managed.

## §2 – The subject of regulations and preliminary provisions

1. Provisions comprised in these Terms and Conditions determine the mode of use of the Service, the scope of responsibility and all other information of regulatory character.
2. Getting acquainted with the Terms and Conditions 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 effective legal regulations.
3. Execution of the first payment for the Service has the same effect as confirmation that the Client got acquainted with the content of the Terms and Conditions and accepts their provisions. The day of registration of Services in the network of the Operator shall be regarded as the date from which provisions of the Terms and Conditions shall apply to the contract between the parties.

## §3 – The mode of conclusion of the contract and implementation works

1. Registration of all types of services takes place via tools located on the Website of the Operator or via the Administration Panel, unless these the Terms and Conditions provide otherwise. Services are activated after payment has been credited into the account.
2. When activating the Service the Client declares that the name of the service and products sold in the shop do not infringe rights of Third parties or the law effective in the countries where sale takes place. Any disputes related to that shall be settled without participation of the Operator. If the Operator suffers any damage caused by the use by the Client of the name of the Service or by sale of products which infringes rights of Third parties or the law effective in countries where sale takes place, the Client is obliged to redress the damage in its full value.
3. The Client is obliged to present true and updated Billing Data when he orders the Service.



4. When the Client orders the Service, he chooses one of the Price Lists offered by the Operator.
5. The Operator reserves the right to refuse to conclude the Contract. If the Operator refuses to conclude the contract, no fees shall be charged to the Client.
6. The Operator is not responsible for problems which result from delays caused by Third Parties (banks, post office, domain registrars, etc.).
7. The first fee:
  - a. The default first payment corresponds to the sum of the Activation Fee and 3 CLOUD Service Fees, whereas all unused resources shall add up to the Balance.
  - b. If the Implementation Package was chosen when the order was made, a fee consistent with the Price List is added to the first fee.
8. In return for Activation of the first shop, as a promotion the Operator credits the Balance with the amount that corresponds to CLOUD Service Fee for the so called Start-up Period. If the notice of termination is submitted during the Start-up period, the Operator shall decrease the balance with the amount which corresponds to the promotional crediting of the Balance.
9. The Operator awards to the Client a Start-up Period equal to 3 months. The Start-up Period is the time when the Client may get better acquainted with operation of the Administration Panel. The Operator dedicates for this purpose an equivalent to 3 CLOUD Service Fees with the cheapest plan of technical support in the language in which the Client offers the Service. During activation this amount is credited into the Balance.
10. In the event of a considerable delay of implementation works, caused by the Operator, in relation to the offer on the Website of the Operator, the Client has the right to apply to prolong the Start-up Period by crediting of the Balance with the amount calculated as in §3 item 9, calculated in proportion to the period applied for.
11. If an Implementation Package is ordered, works are executed on the basis of guidelines provided by the Client.
  - a. If guidelines are not provided or the Client does not undertake actions, the Start-up Period shall not be prolonged.
  - b. Guidelines must be consistent with an updated list of functions of the Service and must correspond to the chosen implementation variant. If the Client provides a Mask design executed on their own, such design is regarded as Guidelines.
12. In the event of a justified risk that the time budget will be exceeded at the encoding stage, after transfer 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, a change of an implementation variant or Additional Fee in the amount necessary to perform the task on the same terms as in the event of additional, individual service works.
13. If the Operator and the Client did not sign an implementation contract 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.

#### **§4 – Protection of personal data and privacy policy**

1. The Client agrees for processing of personal data which were provided during Activation for purposes related to provision of Services by the Operator and issuance of accounting documents.
2. The Client declares that he is the administrator of personal data of clients of his internet shops which operate on the basis of Software used by him within the framework of the Service and he processes it in accordance with effective legal provisions. The Client entrusts with the Operator processing of personal data of clients of his Internet shops which operate on the basis of Software used by the Client within the framework of the Service, which includes data storage, recording, analysis and provision of access to it. The Operator is obliged to process personal data of clients of shops of the Client within the above scope in accordance with legal provisions and rules of security as well as privacy protection policy, discussed in §4 of the Terms and Conditions.



3. If the mode and purpose of use by the Client of the set of personal data of his internet shops which operate on the basis of Software used by the Client within the framework of the Service obliges the Client to register the set in accordance with the Act on Personal Data Protection, the Client is obliged to notify the General Inspector for Personal Data Protection of such a set as well as any other bodies legally required to be notified.
4. When the Client switches on via the Service the module of integration with services of a Third Party or integrates on his own with services of a Third Party, he provides to the Third Party and at his own risk his personal data and personal data of clients of his Internet shops which operate on the basis of Software used by the Client within the framework of the Service. The purpose, mode and terms of processing of such data by a Third Party should be defined in a separate contract between the Client and the Third Party. The Operator is not responsible for consequences of provision of such data to a Third Party.
5. All data created in result of use of the Services is regarded as the property of the Client. Such property covers:
  - a. Rights to possess the software which makes up IdoSell Shop Service.
  - b. Elements of the Service within a different scope than the exported data.
  - c. Data structures different from those in exported data.
  - d. Data which could not be exported independently at the moment when the Service was ordered, in particular information whose extraction requires the Operator to create complex software.
6. The Client declares that he is aware of his right to inspect and correct his own personal data.
7. The Operator is obliged to confidentiality in relation to Client's data including data of clients of Client's Internet shop and not to provide access to such information and duly protect it from access of any unauthorized persons. The Operator cannot use such data for purposes not connected with provision of the Service.
8. The Operator has the right to use Client's information in reports made by the Operator exclusively in an aggregated way which will not allow for identification of the Client or the shop's client.
9. The Operator has the right to publish the basic data of the Client (company name, address of the website) on the list of references of the Operator, unless the Client makes a reservation to it. At the request of the Client the Operator is obliged to immediately withdraw the data of the Client from his list of references.
10. If the Client was won for the Operator by an Affiliate Partner (also marked as IAI Bronze Affiliate Partner), data on his payments shall be visible for the partner who won him in order to make settlements in a partnership program. If the Client does not agree to inform the partner of the Operator of the Client's payments, he may make a suitable statement in a Written Form, by which commissions to the Affiliate Partner will not be paid any longer.
11. The Operator is obliged to obey privacy policy published on the Website of the Operator.
12. In the event when a test card is displayed in relation to maintenance works, a breakdown or a blockage of the shop, The Client agrees that Billing Data be displayed.

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

1. The Operator shall issue a VAT invoice within 7 days from the date of the receipt of the payment which increased the Balance, cleared in the Settlement Currency.
2. The day when a transfer is credited into the Operator's Account is regarded as the day of payment.
3. The Operator credits the balance of the Client with the amount that has been paid into the Account of the Operator. All commissions related to the payment shall be borne by the Client
  - a. In the event when the Client makes payment in a currency that is different from the Settlement Currency, the Operator shall credit the Balance of the Client 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 clearance of payments. The Operator is not responsible for the exchange rate at which the payment was converted.
  - b. If a commission is deducted from the Operator's Account, it may be deducted from the Balance of the Client for accounting reasons.



- c. At the request of the Client the Operator shall provide access to a statement from the Account of the Operator to prove all costs and amounts of payments.
  - d. If the Client does not comply with the guidelines provided in the chapter Clearance and Finances in the Administration Panel, in particular he does not comply with the suggested title and method of payment, the Operator is free from responsibility for errors and delays in clearance of payments.
  - e. In the event of payment with erroneous or incomplete description which makes its identification difficult, the Operator reserves the right to keep the payment till the identity of the Client is established and, if suitable, to make a back payment into the account of the sender minus the cost of the commission in the amount that corresponds to the costs of the operation.
4. If the Minimum Balance of the Client is negative:
    - a. In a new settlement period the Operator issues a pro forma invoice which corresponds to the amount by which the balance was decreased in the previous settlement period. The Client is obliged to pay such invoice within 14 days from its issuance. Till the moment of payment of the pro forma invoice the Balance of the Client is not augmented.
    - b. When the payment deadline is exceeded by at least 30 days, the Operator has the right to change the Minimum Balance to zero and proceed as if the Minimum Balance was reached.
    - c. For each day of delay in payment of a pro forma, 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) for every day of delay. The number of days of delay is equal to the difference between the payment deadline and the date of payment of the full value of the invoice. Unless the parties agree otherwise, partial payment of the invoice shall not decrease the number of days of delay.
  5. If the Balance of the Client is positive and exceeds the value of fees charged during notification period, the Client 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 Form. A return of Balance surplus is connected with a deduction of a commission consistent with the Price List of IAI-Shop.com, by which the final payment is decreased.
    - b. A return is made only into a bank account available in SEPA banking system or accounts in other payment systems which are used by the Operator. Commissions charged by Banks and other transaction systems shall always be charged to the client.
    - c. A return takes place in an agreed way and on the day agreed by the parties, within 14 days from the day of the receipt by the Operator of a Correction VAT Invoice correctly signed by the Operator.
    - d. An application for return may not refer to works or tasks whose cost has been accepted by the client, works have been commenced but have not been terminated by the moment of termination of the co-operation. An additional payment for such tasks shall not be returned.
  6. VAT Invoices are issued in an electronic form without a signature and sent by EDI accessible via Customer Service.
  7. The Operator declares that the exchange of electronic data provided by him meets the standards of the agreement on European EDI model described in article 1 of the recommendation of the European Commission of 19<sup>th</sup> October 2004 no. 1994/820/EC related to legal aspects of exchange of electronic data (the Official Journal UE L 338 of 28<sup>th</sup> December 1994). Procedures applied in the above exchange guarantee authenticity of origin of the invoice and data integrity. Paper copies of invoices shall be issued every time when they are ordered via the Administration Panel and their dispatch will be connected with a charge for a letter in accordance with the Price List.
  8. To use Auxiliary Applications one has to have a license key:
    - a. Purchase of a license key for an Auxiliary Application guarantees unchanged terms during the period of validity of the license key. This is also valid when license key is given free of charge.



- b. The Operator is not obliged to prolong validity of a license key when he ceases to provide the Auxiliary Application to all his clients.
  - c. License keys lose their validity at the moment when provision of the Service is terminated.
9. Unless the Operator and the Client agree otherwise, the Minimum Balance is:
  - a. an amount bigger from zero for Clients who have business on the territory of Poland, who provided a written contract on CL\3 form and have service fees different from CLOUD. The amount is determined via a Ticket.
  - b. zero for Clients who use the CLOUD fee.
  - c. An amount bigger than zero which corresponds to a monthly subscription and surcharges for additional shops for Clients who have service fees different from CLOUD, who did not provide a written contract on CL\3 form or do not have their business on the territory of Poland.
10. Balance is decreased by:
  - a. Cyclical fees which are charged with the subsequent settlement period.
  - b. The upper cost of a paid task at its accepted value.
  - c. An order for a license key for a paid Auxiliary Application.
  - d. An additional charge for surpassing the Movement Limit in accordance with the Price List.
  - e. An additional fee charged in accordance with the Price List.
11. Balance is increased by:
  - a. Payments credited.
  - b. A present received or when a complaint made by the Client is accepted.
  - c. Termination of a paid task for which the execution cost turned out to be smaller from the upper approved cost. The Balance is increased by the difference between the upper approved cost and the charged cost.
12. If the Minimum Balance is reached, the Operator has the right to refuse to provide the Service including the display of the shop Mask, or to take on further service works by the time when the Balance is increased or a new Minimum Balance is determined. The above applies also when one Client has many Administration Panels.
  - a. 3 days after the Minimum Balance is reached and no payment has been made, Client's use of the Administration Panel may be limited
  - b. After further 4 days from the moment when the Minimum Balance is reached and no payment has been made, all shop Masks active in a given Administration Panel may be blocked.
  - c. 30 days after the Minimum Balance is reached and no payment has been made, the Operator may apply a procedure as for a payment delay by more than 30 days, described in §6 item 6
  - d. 60 days after the Minimum Balance is reached and no payment has been made, the Operator may deem the contract as terminated by the Client.
13. If the Client has resources in the system which are accumulated in Customer Service, the Operator has the right to automatically transfer such resources into the Balance
  - a. Some or all resources in order to avoid the blockade described in §5 item 12,
  - b. all resources when the Contract is terminated.
14. The Operator indicates Operator's Account for each Settlement Currency.

## **§6 – Changes to the contract**

1. All contracts on C/L/3 form are concluded for unlimited time. The new version of the Terms and Conditions and the Price List are valid for unlimited time or by the publication of another new version of the Terms and Conditions and the Price List.
2. The Terms and Conditions are an integral part of the Contract between the parties from the day indicated in §2 item 3, for the whole period of its duration. The Operator reserves the possibility to make changes, when provisions of the Terms and Conditions allow for that or the changes are caused by a serious reason indicated in the Terms and Conditions, e.g. an obligation to adjust the content of the Terms and



Conditions to effective legal regulations. A publication in IAI Blog message system is regarded as effective notification of a change in the Terms and Conditions or in the Price List.

3. The Operator shall inform the Client on the main page of the Administration Panel, via the IAI-News system of any changes in the Terms and Conditions, the Price List, and of new elements of the Service or of a modification of operation of elements of the Service which are important in the opinion of the Operator.
4. The Operator has the right to make necessary changes in the Terms and Conditions and in the Price List during the term of the contract:
  - a. The Client will be informed of a planned change in the Terms and Conditions or in the Price List at least one subscription period before the change is made.
  - b. The Client has the right to refuse to accept new Terms and Conditions and the Price List. Lack of acceptance for new Terms and Conditions and the Price List is equivalent to termination of the contract on general terms, counted from the day of the receipt of a refusal in a Written Form to accept new Terms and Conditions. The Client has the right to terminate the contract upon a notification 2 or 3 months in advance, effective at the end of a month. If the Client does not indicate the notification period as 2 months, it is assumed that the notification period is 3 months.
  - 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, the Terms and Conditions and the Price List effective on the day of submission of the notification shall apply.
  - d. If a notice of termination of the contract is submitted, changes in functionality of the Service shall not be kept in the previous version or functionality, unless they make possible for the Client normal operation of the Service, i.e. Internet sales.
  - e. If a notice of termination of the contract is submitted, changes in functionality of the Service in relation to integrated services of Third Parties shall not be kept in the previous version or functionality.
5. The Client may change or order changes of parameters of the service using the Administration Panel.
6. If a payment delay exceeds 30 days and the Client has subscription with a Dedicated Server or a Virtualized Dedicated Server, the Operator has the right to make a decision to transfer the shop at the expense of the Client, according to the Price List, to a Shared Server, to decrease the fee to CLOUD variant and according to it charge the Client for the following settlement months. A new request for a hire of Virtualized Dedicated Server shall be executed exclusively through a migration to an indicated subscription fee like DEDICATED CLOUD on general terms.
7. The Operator has the right to charge additional charges 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 free Movement Limit or the quantity of products has been exceeded.
  - b. The shop was removed in result of termination of the contract because of unpaid liabilities.
  - c. The Client did not meet the termination deadline.
  - d. The payment deadline for an invoice has been extended in accordance with §5 item 4.c.
  - e. When additional cyclical services are ordered, the Operator may assume that the Client expects that they be maintained cyclically. If the Client does not notify at least 3 weeks before the end of a settlement period of his willingness to resign from the service, the Operator extends validity of the service by one Settlement Period.
8. If at the request of the Client the Operator changes Client's subscription fee plan during a Settlement Period:
  - a. The unused amount of the subscription 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 of the Client. At the same time a new subscription fee will be debited from the Balance of the Client –it will be calculated proportionally to the number of days





- that remained till the end of a given Settlement Period from the day when the change of subscription plan took place.
- b. Surcharges are calculated in proportion to fees effective for particular parts of the month.
9. If the Operator provides for the Client more than one Price List to choose from:
    - a. The Client may change the Price List effective for him via the Customer Service.
    - b. Each Price List has a different Settlement Currency assigned to it.
    - c. If the Client changes the Price List, by the same he changes the Settlement Currency.
  10. The Client may not change the Settlement Currency without a change of the Price List.
  11. If the Client changes the Settlement Currency and the Balance is positive:
    - a. The Client indicates if the Operator is to return the surplus of the Balance on general terms or to covert currencies.
    - b. At the moment of a change of the Settlement Currency, the Balance in the previous Settlement Currency is reset.
    - c. If the Client, in accordance with §6 item 11.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 mean exchange rate of the National Bank of Poland on the day of the conversion and shall credit the Balance in the new Settlement Currency.
    - d. The Client may not apply in accordance with §5 item 5 for a return of a surplus Balance which results from a conversion in accordance with §6 item 11.b.
  12. The Client may not change the Settlement Currency when the Balance is negative.

#### **§7 – Termination of the contract**

1. The Contract may be terminated by the Client upon 2 months' notice, effective at the end of the month. If the termination deadline is not kept, the party which did not meet the deadline shall pay to the other party a penalty in the amount of the highest service fee paid during the term of the contract for each month when the termination period was not kept.
2. The contract must be terminated in the Written Form and be sent to the other party to the address of the head office in order to be effective. If a registered letter is not delivered effectively, the date of the dispatch of the letter shall be regarded as the date of termination of the contract.
3. During the period of notification and two months before, the Client may not change the service rates plan for a cheaper one. The Client shall be charged for all works that were ordered by him and were not executed, if they had not been finished before the notification period, as if they were terminated during the last month of the notification period. In case of changing the service rate plan for a cheaper one within the period of 2 months before the resignation from the Service, the Operator may charge a surcharge, as if the Client paid for the higher service rate plan.
4. The Client is obliged to provide correct billing data during the whole term of the contract. If the Client changes billing data, he is obliged to notify the Operator by a Ticket on a change of data and to provide a copy of company incorporation documents which confirm the change.
5. Provision of untrue billing data, no data up-date for at least 2 settlement periods after data is changed, lack of notification of an Assignment for at least 1 settlement period after the transfer of ownership of an administration panel or company closure, in particular sales without having a company and by the same infringement of provisions of the Terms and Conditions authorize the Operator to cease provision of the Service and terminate the contract with immediate effect.
6. The Operator reserves the right to terminate the Contract, if:
  - a. provisions of the Terms and Conditions are infringed in a flagrant manner,
  - b. legal regulations effective in Poland or in another country on whose territory sale takes place are flagrantly infringed, including, if the Client sells products illegally, sells products that were stolen, sends out spam,



- c. the Service is used contrary to its destination or the Client acts intentionally to cause damage to the Operator.
7. If the Contract is terminated in result of circumstances described in §7 item 4 or §7 item 5, and the Balance is positive, the Operator is not obliged to return the resources which result from a positive Balance to the Client and the Balance shall be charged with the amount due to the Operator in relation to the penalty – a form of guarantee for inadequate fulfilment of obligations for unused period during which the Service would have been performed by the Operator, if the Client had fulfilled his obligations adequately.
8. After termination of the Contract the Operator reserves the right not to archive data and to refuse to generate any data except from copies of invoices with charges for the Service. The Operator has the right to delete all information at the moment suitable for him within 6 months from the date of termination of the Contract or 14 days from the receipt of an order from the Client in a Written Form.
9. During the period of termination notice, when the contract was terminated by the Client, the Client has the right to withdraw the termination notice and use the Service. If the termination notice took place in result of circumstances described in §6 item 4.b, the withdrawal of the termination notice means that the new Price Lists and the Terms and Conditions have been accepted.

#### **§8 – Detailed conditions of provision of services by the Operator**

1. The Operator is obliged to provide the Service, for which the Client paid the Service Fee, in a permanent and uninterrupted mode, unless provisions of the Terms and Conditions were infringed and the Contract was terminated.
2. If it is necessary to temporarily disconnect access to some elements of the Service, as far as it is possible the Operator is obliged to inform Clients of it in advance.
3. The Operator does not maintain Services which are not consistent with their destination.
4. If the Movement Limit to the Internet is exceeded or the quantity of products determined in the specification of the Service is exceeded during a paid subscription period, an additional charge shall be charged in accordance with the Price List of the Service. The maximum number of uncanceled products in the Settlement Period under clearance means the number of products in the subscription period.
5. At the moment of termination of the Service all e-mail accounts and other cyclical services that are provided in the domain of the Service shall become invalid regardless of how long the service fee was paid for.
6. Service fee and additional fees are charged to all shops in one panel jointly. Activation charge is charged upon activation of the first shop. Upon activation of the following shop an activation charge for an additional shop is charged in accordance with the Price List.
7. Service charge for the Service covers exclusively the remuneration for its use. It does not cover costs connected with obtaining access to the Service, telecommunication charges, purchase of hardware or software for the use of the Service, purchase of an own domain, design of websites or configuration of a computer system in the Client's office.
8. The Operator is obliged to provide the Client with necessary information for correct use of the Service and to provide technical support:
  - a. It is obligatory to use technical support at least in one language.
  - b. The Operator provides technical support only in languages offered in the Price List.
  - c. At determined hours, under ordinary technical support, the Operator offers also a helpline accessible at a landline phone number. If the discussed issue requires a documentation or data transfer, the Operator may refuse to solve the issue by phone and direct the Client to make contact via Tickets.
  - d. Tickets are the basic form of technical support. The Operator is obliged to receive calls via Tickets 24 hours a day and to answer to them as quickly as possible, on the same terms for all Clients.



- e. The Operator has the right to charge a fee for training in training places indicated in the Price List for each commenced hour of training and to limit 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 his head office without any justification.
  - h. The Operator has the right to refuse to provide technical support, if the Client uses language or other means of expression which are generally regarded as offensive and obscene. In such event provision of technical support shall be suspended by the time when the Operator will note a real improvement.
  - i. The Operator has the right to refuse to provide technical support for an integrated service of a Third Party, if the Operator makes it possible for the Client to download records of a transfer between the Service and an integrated service of a Third Party and this service was integrated in accordance with delivered technical documentation which was provided by the provider of the service. In such event the Client should ask the third Party who provides integrated services for technical support.
  - j. The Operator has the right to refuse to provide technical support for the Service function with a note 'in withdrawal', if such note is placed with the Service function for longer than 30 days.
9. The Client chooses the entity which provides technical support and the plan of technical support via Customer Service.
- a. The Operator makes it possible for the Client to send Tickets directly to him, however, if an Affiliate Partner is chosen as an entity which provides technical support, the Operator has the right to refuse technical support service without justification.
  - b. Technical support of the Operator is charged in accordance with the Price List.
  - c. If the Client chose an Affiliate Partner as the entity that provides technical support to him, a fee for a chosen subscription plan and a fee for a plan of technical support are charged for each Settlement Period in accordance with the price list of the Affiliate Partner published on his website. The fee for technical support plan is deducted by the Operator from the Balance and settled by him with the Affiliate Partner. The Client is not obliged to make other payments related to the technical support plan.
  - d. If the Client chose an Affiliate Partner as the entity that provides technical support to him, service works can be provided by the Affiliate Partner or can be delegated to the Operator to execute them. The cost and scope of works is determined by the Affiliate Partner, and the Client accepts the upper cost of particular tasks. The fee for service works is deducted from the Balance by the Operator and settled by him with the Affiliate Partner. The Client is not obliged to make other payments related to service works outside the Balance.
10. In order to make Client consultancy more effective the Operator provides a possibility to obtain advice by phone on equal terms for all Clients.
- a. Hours of such consultancy are determined by the Operator and may be limited in an arbitrary way by him.
  - b. Phone consultancy is free of charge.
  - c. The cost of telephone connection is borne by the Client. The Operator is not obliged to phone the Client in order to provide technical support to him.
  - d. The person who answers the phone call has the right to refuse to accept the notification of a defect, an order for service works or changes in parameters of services. Such notifications should be sent exclusively via Tickets.



- e. The person who answers the phone call has the right to terminate the call when they regard that the phone call lasts too long or the Client abuses phone technical support which makes contact for other Clients impossible.
  - f. The person who answers the phone 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.
  - g. The Client uses all data, information or software obtained when using the Service at his own risk.
11. The tool located in the Administration Panel, called Communicator, is the basic tool for communication between the Client and the Operator. The parties undertake to regularly read Communications they receive and to answer them. Provisions comprised in Tickets have similar properties to letters which are sent by mail, except from the situation described in §7 item 2.
12. 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 in this way. If the Client submits a Critical Ticket related to an issue outside the scope defined by the Operator, the Operator has the right to charge an additional fee for each notification of this type in accordance with the Price List and to examine the Ticket further in general way. In particular, Critical Tickets may be reported exclusively if:
  - a. The domain was delegated correctly but the website 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 in 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.
13. The parties of the contract agree that provision of access to the Ticket system means authorization by the Operator and the Client of persons who on their behalf make contact using Tickets. The parties shall take care that each person to whom authorization is granted has independent account in the administration panel which will allow their identification by their first name and surname and they will keep in secret the password they received. Authorization is withdrawn by a removal of an account from the Administration Panel.
14. The Client has the right to order additional, individual service works using the Administration Panel. The following rules shall apply during valuation, before execution of an order:
  - a. The price of a task depends on the number of hours necessary for its execution and is the multiplication of time and unit price listed in the Price List.
  - b. If the Client changes the conception many times, the Operator may increase the time necessary for execution of the task by the quantity commensurate with the changes that were made.
  - c. If the Client does not maintain correspondence with the Operator in relation to matters important for execution of the task for more than 30 days, if the task is paid for on the basis of working hours, the Operator has the right to close the task and charge for it the amount in proportion to time actually spent on the task. If the Client wants to execute the task again, the task will be executed on general terms. If the task is paid for as a complete task, the Operator has the right to regard the task as completely executed.
  - d. The agreed scope of works influences time of execution of the order. If the Client modifies the scope of works, the Operator has the right to change the value of the fee and the deadline of execution of the task or not to execute the task. If the Client refuses to accept the changed price and deadline, the Operator shall finish the order on the basis of the original scope and schedule.
  - e. While performing tasks ordered with him the Operator is responsible for their performance in the same way as for the Service. The Operator shall remove technical defects that were found, at his own expense and within possibly short time.
  - f. Deadlines for execution of tasks provided by the Operator are for information only and cannot be subject of complaints. If the planned deadline of execution of a task is considerably exceeded, the Client may withdraw from the order for a service which shall not have any impact on other obligations which result from the Service.



- g. If it is necessary to test and document an additional functionality, in particular applications written upon an order from the Client, time for testing and writing of manuals or documentation shall be included in paid time of execution of the task.
15. In the event of individual paid service works the Client must accept the upper cost of their execution.
- The Client may indicate persons who will be authorised to accept such tasks. Authorization to accept tasks means award of a special power of attorney by the Client. The power of attorney may be withdrawn by a withdrawal of such authorization in the Administration Panel.
  - If the task is executed correctly and in accordance with the agreed scope, acceptance of the upper cost of execution of the task closes possibilities of complaints related to the costs of task execution.
  - If execution of the task requires in a justified way a cost that is higher than the cost accepted in the beginning, the Client shall accept the new, higher cost of execution. If the Client rejects the cost, its execution shall be suspended for unlimited time and only the fee which had been accepted before shall be charged. A task whose execution time was impossible to estimate at the beginning because of untypical character of the task 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 undue execution of the task as a justified higher cost.
  - When valuating works 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 works 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, i.e. omitting less important but expensive details. If completing the task in its reduced form is not possible and the Client does not agree for payment of an additional cost, the Operator may resign from execution of the works and return the advanced payment received for the task into the Balance of the Client.
16. The Operator has the right to place a text or a graphic with information on the logotype and the name of the Service, for information purposes, in the Shop Mask and on auctions made with the use of the Service. Maximum size of such information cannot exceed 97 by 26 pixels and shall be a static text or a graphic with a reference to the website of the Operator. Additionally, the Operator may include the name of the Service on the documents and files generated by the Service
- The Operator has the right to refuse without a justification any request to change or replace such element, if this is a standard element.
  - The Operator allows hiding such elements after purchasing “White Label” service charged in accordance with the Price List.
  - If at least one such element with the name of the Service is hidden, removed or changed by the Client in the process of the Shop Mask editing, the Operator may charge back for this period as if the Client purchased the “White-Label” service.
17. The Operator has the right to place an additional Information Site in the Shop Mask, related to Operator’s services, which comprises also references to company website of the Operator. The Operator has the right to refuse without a justification any request to change or replace the Information site, if this is a standard site, used in all Shop Masks.
18. The Operator offers chosen services from the Price List in Express Mode:
- Express Mode means that the task will be commenced on the 4<sup>th</sup> working day from the moment of approval of the task at the latest and will be executed as immediately as possible, whereas the Operator shall first execute tasks in Express Mode.
  - The Operator has the right to refuse to execute a task in Express Mode, if the amount of works ordered in Express Mode by all clients does not allow for commencement of execution of the task on time.



19. If the Operator integrates the Service with services of Third Parties, he determines the scope of functionality and may modify the scope of functionality of the integration mode on his own.
  - a. The Operator shall inform the client of changes in functionality of the integration module as early as possible.
  - b. The Operator is not obliged to inform the Client of changes earlier than one Settlement Period before they take place.
  - c. In justified cases, e.g. when the service of a Third Party is modified, it is possible to make changes within the integration module without earlier information on that.
20. 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 received payment for use of a service of a Third Party:
  - a. The Operator shall make settlement with the provider of an integrated service on his own.
  - b. The fee that has been charged satisfies all costs of use of the service and the Operator settles such costs with the provider on his own.
  - c. The fee that has been charged is visible in the Balance and then is included in the invoice on general terms.
21. The Client uses integrated services of Third Parties at his own risk, in particular:
  - a. He should contact operator of a service of a Third Party before its inclusion, unless information provided on the Website of the Operator says otherwise.
  - b. He should always check if the course of integration was correct.
  - c. In the event of a breakdown he should provide the Operator with all information necessary for verification, including data saved on a disk or transferred, if it is possible.
22. In order to allow use of services of Affiliate Partner External Services (APES) in a similar way to organization of the Service:
  - a. External Services allow payment for APES services directly from the Balance. The Client allows for debiting of the Balance by an Affiliate Partner during the period from the issuance of the permission till its revocation.
  - b. In order to make operations on the Balance possible, the Client agrees for APES to debit the Balance and allows APES to inspect his Balance.
  - c. The scope of APES service is determined by APES and the Client is obliged to get acquainted with its description before the order.
  - d. The Operator provides communication with APES via Tickets. The Operator guarantees support in the process of arrangements with APES only in relation to issues submitted via Tickets.
  - e. The Client is not obliged to make any other payments for use of APES outside the Balance.
  - f. Costs of use of APES are comprised in the debit of the Balance and on the invoice from the Operator.
  - g. If APES requires that a contract should be signed, its transfer should be made by both parties in a form of a Ticket. A contract signed in this way shall be honoured both by APES, the Client and the Operator.
23. The Operator may proceed with activities restricting the Service parameters in order to secure a proper performance of the Key functionalities.
  - a. If the Server is overloaded which makes it impossible to view the site or slows down the viewing, the Operator has the right without a previous warning to temporary, automatic blockade of non-key functionalities of the Service, in particular to temporarily limit API access or access of other functions which require high calculation power, so that the Service could provide tasks connected with operation of Key functionalities.
  - b. If the Client uses a shared server, on which there are also other clients, the Operator may introduce limits of frequency in downloading and generating information, sending emails, etc defined on the Operator's website.



24. Technical support packages include only tools handling. The Operator may expect service works commission if the Client inquires about:
  - a. Checking and debugging the Client's programs which use the Service's API, but also giving advices and trainings regarding the usage of the API itself in the scope wider than the information on the Operator's website.
  - b. Checking and debugging HTML, JavaScript and CSS codes or texts being a result of the translation, made and added by the Client as addons to the designed by the Operator Shop Mask or during the edition of the Shop Mask code by the Client.
  - c. Using API, including verification of the performance of programs used by the Client, designed by the Client or by the Third Party for the Client.
  - d. Supporting Applications assistance for the version available for over 90 days.
25. If the Client asked for removing an error, causing incorrect performance of the Shop's Key functionalities immediately, the Operator may charge the Client after removing the error in the scope described in §8 pt.24 if the error was caused by the Client. The charge is calculated as per the service works on general rules, including the Express mode if such is available for the service.
26. Using designed logos, shop Masks layouts or shop Masks templates elsewhere than the Service, requires purchasing additional license which price and range is described in the Price list. Graphic works can be used without purchasing any license on websites connected with the Service.

## **§9 – Responsibility of the Operator**

1. The Operator is responsible for a damage caused to the Client by purposeful non-performance or undue performance of Services and up to the value of subscription and additional cyclical fees during the month when the damage took place.
2. In the event of lack of continuation of provision of the Service caused by the Operator, which lasts over 12 hours, the Operator is obliged to make a compensation in the form of 1 service period free of service fee in the amount of the service fee during the month when the breakdown took place, for every commenced 12 hours of a break longer than 12 hours.
  - a. A breakdown of one module of the Service which does not influence the possibility to make orders in the Internet shop shall not be regarded as lack of continuation of provision of the Service caused by the Operator.
  - b. If the Operator did not know of a breakdown of the Shop Mask and the Client did not notify of its appearance in order to have a higher compensation, the Operator has the right to refuse to accept a compensation related to the submitted complaint.
  - c. Problems which result from use of Auxiliary Applications or the e-mail system or SMS text messages shall not be regarded as lack of continuation of provision of the Service.
3. The Operator shall not be responsible for damages caused in result of:
  - a. Lack of continuation of provision of the Service not caused by the Operator,
  - b. Incorrect use of the Service,
  - c. Provision of untrue or incomplete information upon activation of Services,
  - d. Infringement of provisions of these Terms and Conditions by the Client,
  - e. Force Majeure: disasters (flood, hurricane, etc.),
  - f. Activity of external factors and Third Parties (breakdown of a cable, hardware or software in networks of telecommunications operators, mobile phone networks, etc.) outside control of the Operator and which could not be prevented by him,
  - g. Use of authorization data provided to the Client in order to accede Services,
  - h. Purposeful disconnection of servers during a hacker attack,
  - i. Rejection of sent e-mail messages by servers different from Operator's server e.g. in result of operation of filters, blockades or breakdowns of such systems.



- j. Performance of operations contrary to the description, help, technical support instructions or recommendations which are displayed automatically by the Service.
  - k. Incorrect or abnormal use of the Service and Auxiliary Applications, in particular introduction of excessive quantity of information to descriptions, addition of quantity of related elements, simultaneous saving by many users, closure or overload of a website when saving takes place or excessive load of the server in a different way, without prior agreement.
4. The Operator is not responsible for data transfer, if:
  - a. He did not initiate the transfer,
  - b. He did not choose the receiver of the data,
  - c. He 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 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, also, used by the Client which are not directly the Service, in particular commission for services integrated with the Service. The Operator is obliged to provide suitable certifications which will allow recovery of the commission or the charge which was unjustly charged by a Third Party.
6. The Operator is not obliged to train the Client on use of the Service.
7. The Operator is not obliged to provide an answer under provision of technical support, if:
  - a. Information on the mode of operation was provided to the Client earlier or is available in the form of a manual in the Administration Panel, answers to the most common questions, a training film 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 clear,
  - c. Questions relate to operation of different software than the software provided under 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 temporary limitation of operation of modules, provision of access to them at chosen hours or to an introduction of quantitative limits if lack of limits might have negative effect on continuity and stability of provided Services.
9. The Operator informs that when designing shop Masks or trademarks on his own; he does not copy websites or trademarks of Third Parties. Nevertheless, the Operator underlines that he does not do research related to infringement of interests of Third Parties is carried out, including registered or unregistered motives or trademarks which the Operator might infringe during execution of the order, in particular:
  - a. The Operator purchases licenses for photos and fonts (so called stock) on his own by purchase of a license for exploitation fields in accordance with the order. If the Client wants to use the materials in other exploitation fields, he should purchase respective licenses on his own.
  - b. If the Operator receives a question via a Ticket, he will indicate the origin of a photo or a font and will explain in detail which part of work was purchased and which was performed by employees of the Operator.
  - c. The Client is himself responsible for his use of the design created by the Operator. In the event of a justified suspicion that interests of a Third Party are infringed, responsibility of the Operator is limited to the value of the order.
  - d. If the project prepared by the Operator infringes interests of a Third Party in a justified way, the Operator is obliged to co-operate fully with the Client in order to minimise the risk of





responsibility and he undertakes to prepare a new version of the design, free from the defect which was found.

10. The Operator is not obliged to inform the Client separately of the value of Additional Fee, unless this service is displayed on the Price List.

## **§10 – Complaint proceedings**

1. A damage borne by the Client for which the Operator may be responsible on the basis of the above provisions does not include possible opportunities lost by the Client.
2. The Client may sue the Operator in court only when complaint proceedings are exhausted.
3. The Operator shall not be responsible for erasure or incorrect modification of data by the Client in result of incorrect use of the Service provided or use of elements which are marked as unfinished ('BETA' note) or withdrawn ('in the process of withdrawal' note).
4. The Operator is not responsible for a loss of authorizing data for management of the Service of the Operator or its usage by an unauthorized person.
5. The Operator is not obliged to import data from other computer systems or to export data for usage in other computer systems, except from the situation when tools of the Service are used.
6. If a complaint refers to the amount of time spent on execution of a paid 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 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 termination, the number of time units of work and a short description of activities that were performed. The sum of time spent on execution of the task is equal to the sum of duration of particular activities. The Operator has the right to add to the time of execution of the task time necessary for personal or phone conversations with the Client, search for photos, fonts or other files not provided by the Client but necessary for execution of tasks, correction of texts which comprise linguistic errors.
7. A complaint made by the Subscriber in connection with non-performance or inadequate performance of the Service shall be made exclusively in a form of Ticket and shall comprise:
  - a. the name and identifier of the task or Ticket covered by 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 damage is limited to 30 days from the day of occurrence of the damage; after that the complaint shall not be examined.
8. A complaint related to an invoice issued in accordance with §5 item 1 shall be submitted within 14 days from the issuance of the invoice. If a complaint is submitted later and is accepted, the invoice shall not be changed and the difference of money shall be added to the Balance.
9. A complaint related to debiting Service Fee or Additional Fee from the Balance shall be made within 14 days from the debiting. If the complaint is accepted, the amount of money accepted as justified during the examination of the complaint shall be credited into the balance of the client.
10. If access to the Ticket system is not possible, a complaint should be made in a Written Form and sent to the address indicated on the Website of the Operator.
11. The Operator shall examine a complaint within 14 days from its delivery and shall send a response to the Client with the decision and its justification in a Written Form.
12. If the Client uses technical support and works performed by an Affiliate Partner indicated by the Client or uses Affiliate Partner External Services (APES), the Client should send the complaint via Ticket first of all to the Affiliate Partner. If the complaint is not effective, the Client may submit the complaint to the Operator:
  - a. A complaint related to a service provided by an Affiliate Partner shall be submitted within 14 days.
  - b. A complaint should be as complete as possible, in accordance with provisions of respective items of §10.



- c. The Operator has the right not to examine a complaint without giving any reasons, if the order for works was not recorded in the Ticket system and in the Balance.
- d. Responsibility of the Operator for use of APES is limited to the value of debits of the Balance made by APES during the last 3 Settlement Periods.
- e. If a complaint related to an Affiliate Partner is accepted, the Operator shall return money into the Balance of the Client and shall settle the issue with the Affiliate Partner on his own.
- f. The Operator shall examine a Complaint related to an Affiliate Partner within 35 days, using longer time for examination of the case and mediation with the Affiliate Partner.

### **§11 – Final provisions**

1. The Terms and Conditions shall be effective from the day of their publication on the Website of the Operator; from that day they shall apply to Contracts that are made with the Operator. In the event of contracts which were concluded before the date of the publication, the Terms and Conditions of the 1<sup>st</sup> February 2011 with application of provisions of §6 shall apply.
2. In matters not settled in these regulations provisions of the Civil Code and respective provisions of the Polish law shall apply.
3. All information provided by the Client to the Operator as suggestions related to improvements, introduction of new functionalities is voluntary, and unless the parties decide otherwise in separate understandings, its transfer to the Operator means that the Client relinquishes the right to rights, licenses or shares in benefits obtained in result of exploitation of created improvements or new products.
4. All disputes related to the Terms and Conditions shall be settled by the Civilian Court in Szczecin.
5. The Client is obliged not to infringe intellectual property of the Operator in relation to the use of solutions which are unique in the Service.
6. Invalidity of any of provisions of these Terms and Conditions shall not cause invalidity of the Terms and Conditions but only a cancellation of the invalid provision of the Terms and Conditions which shall be replaced by a valid provision, closest to the intentions of the parties.

These Terms and Conditions were adopted during the meeting of the Board of Management of IAI S.A. by the decision no. PL/8/2015 of the 31<sup>st</sup> of March 2015.