



Terms and Conditions of the IdoSell.com Service

Obligatory since 1st October 2012

§ 1 – Definitions

1. **Provider** – IAI S.A., a joint-stock company (VAT Number: PL-852-247-09-67) registered in National Court Register (No. 0000325245), with its headquarters in Szczecin (Poland), 70-101, 8 Madalińskiego Street.
2. **Provider's Website** – www.idosell.com.
3. **Customer** – a legal person, a natural person or an organizational unit without legal personality, possessing the power to contract liabilities and acquire rights in his own name. Customer may use the Service only for business purposes and in connection with his business or professional activity. If one entity orders several Administration Panels, each Administration Panel shall be regarded as a separate Customer.
4. **Service** – IdoSell.com provides Service for a Customer that allows managing and handling sales on the Internet.
5. **Shop Client** – a person making a purchase in Customer's online store by means of an Provider's Service.
6. **Provider's Service** – an IdoSell.com service, described in present Terms, which is handled by the Provider.
7. **Terms and Conditions** – present Terms of the IdoSell.com Service handled by both the Provider and the Affiliate Partner.
8. **Log** – event-book of Service, WWW server or other Service component.
9. **Visit** – one connection to the Service, during which many pages are open, registered for one IP address in one hour, assessed on the basis of WWW server Log, or one product listed on auction – by means of the Service – on Third Party auction site.
10. **API** – open programmatic interface, by means of which external systems and applications (including ones created by the Provider or Customer's programmers) communicate with the IAI data cloud.
11. **API Call** – execution of one instruction (gateway) in API.
12. **Transfer** – data amount – measured in Gigabytes (GB) – sent by the Service in given Billing Period, assessed on the basis of WWW server Log.
13. **Transfer Limit** – allocated by the Provider and embedded in the Price List, limit of Transfer, Visits and API Calls for Subscription Fee selected by the Customer.
14. **Subscription Fee** – fee for Services – provided in given Billing Period, paid in advance by the Customer – described in present Terms and Price List in “Subscription Fees” section.
15. **Activation Fee** – fee – paid in advance by the Customer – for Service activation.
16. **Additional Fee** – extemporaneous fee paid for services described in Price List in “Additional Fees” section, calculated on Customer's wish or automatically, after exceeding the limits detailed in Service description.
17. **Third Party** - a legal person, a natural person or an organizational unit without legal personality, not directly associated with the Customer or the Provider.
18. **Domain** – a unique identifier of Internet website which consists of a sequence of numbers and letters.
19. **Activation (of Service)** – making the functionality and resources offered by a given Service accessible to the Customer after paying the activation fee.



20. **Graphics Package** – normalized set of actions handled by the Provider to produce a Shop Mask. Variety and limits of Graphics Packages are described in Price List.
21. **Price List (of Service)** – a list of detailed Services along with their prices, including administrative, subscription and Service fees, and surcharges, available on the website of the Provider. If the Customer is handled by the Affiliate Partner, the Affiliate Partner may use his own price list for the Services provided solely by him. This price list replaces the Provider's price list to the extent defined by the Provider.
22. **Billing Currency** – currency in which the Customer's Balance is held and all settlements are conducted.
23. **Spam** – an application, sent by e-mail or that is installing itself on the computer of the Shop's Customer, that was not the subject of an order. In case of a Ticket, Spam is regarded as sending the same message repeatedly or sending the message not related to the Service.
24. **Administration Panel (of the Service)** – a Service management tool, requiring the presentation of credentials.
25. **Credentials** – the data (login and password) allowing access to the Administration Panel of the Service or the Administration Panel of the AP, transmitted in the installation process.
26. **Billing Details** – Customer's company details. These data must be confirmed by the certified true copies of the current company registration documents and sent to the Provider's address. The Billing Details of the Customer include a VAT Number and the confirmation of the company registration proper to the country and legal form of the Customer's company.
27. **Shop Mask** – an interface for the presentation of products and handling shopping dedicated to the Customers of the shop, assuring individual visual and navigational features.
28. **Shared Server** – a server, being the Provider's property, administered solely by the Provider, which hardware resources are used only for the needs of Service operation: one device and one operating system handles Services of many Customers.
29. **Dedicated Server** – a server, being the Provider's property, administered solely by the Provider, which hardware resources are used only for the needs of Service operation for one Customer only, who covers the entire maintenance cost of server and its installation.
30. **Dedicated Virtual Server** - a server, being the Provider's property, administered solely by the Provider, which hardware resources are used only for the needs of Service operation for Customer in part proportional to selected Subscription Plan and separated by “bare metal” service.
31. **Guidelines** – pointers, allowing the Provider to create the Shop Mask and/or other additional shop functions, given by the Customer in written form on the designing stage before the installation process starts and not modified further on the development stage.
32. **Supporting Applications** – additional software, installed beyond the Service, that increase the system functionality by adding nonstandard functions. The basis of using Supporting Applications is having a valid license key available on terms detailed in Price List.
33. **Balance** – the difference between the status of payments and the status of completed work or charged fees. The Balance may be positive (the amount of the deposit is higher than than the deductions from the Balance) or negative (the amount of the deposit is lower than the deductions from the balance).
34. **Minimum Balance** – the balance level beyond which the Provider has no obligation to provide the Service, including display of the Shop Mask.
35. **Provider's Account** – a bank account or an account in an online payment system, indicated by the Provider as suitable for making payments for the Service in selected Billing Currency.
36. **Billing Period** – the period specified in the Service Price List for which a fee is charged. If it is not specified in the Price List, the Billing Period is one calendar month starting from the first day of the month. If the starting day is not the beginning of the month, the Billing Period for this month last from the starting day till the end of this month.
37. **IAI-News** – a system for providing information to all the Customers, using the Service by means of the Administration Panel. Information provided by the IAI-News have the same character as the paper documents, especially in terms of advance notification of changes or ongoing work.



38. **Ticket** – a message sent from the Customer Service Center by means of a special system for communication between the Customer and the Provider. Each Ticket, in addition to the content, bears the full name of the sender and the date and hour of sending it. Tickets can not be modified after sending.
39. **Written form** – a paper letter sent as a courier parcel, a registered mail, an e-mail or a document attached to the Ticket and signed by the verified electronic signature.
40. **CSC** – a part of the Provider's website, to which the access can be obtained by entering the Credentials (login and password), allowing to: manage the Customer's account in Provider's system, use the Ticket system, perform settlements with Provider and other actions that are not connected with the website management.
41. **Affiliate Partner (also regarded as the AP)** – a legal person, a natural person or an organizational unit without legal personality, possessing the power to contract liabilities and acquire rights in his own name; an entity independent of the Provider, authorized by the Provider on the basis of external contracts, to provide Services regarding customer care or acquisition and technical support, marked as IAI Affiliate Silver Level Partner or IAI Affiliate Gold Level Partner. The role of the Affiliate Partner is to acquire and handle Customers in the same way as the Provider does.
42. **Affiliate Partner External Services** – the services (also regarded as APES) provided by the Affiliate Partners for the benefit of Provider's Customers, regardless of whether the Customer is acquired or supported by a given Affiliate Partner, which use the Service to integrate, charge fees and communicate with Customers by means of Ticket system.

§ 2 – Initial provisions

1. The provisions included in this Terms and Conditions of the IdoSell.com Service specify the method of using the Service, the area of responsibility and other information on ordinal dispositions.
2. Getting acquainted with the Terms and Conditions of the Service, as an integral part of the agreement binding both contracting parties, is necessary. Any actions performed by the Customer or the Provider, contrary to the provisions of the Terms and Conditions of the Service, will lead to direct legal consequences resulting from the content of the present Terms and Conditions and the applicable law.
3. Making the first payment for the Service is equivalent with confirmation of reading and accepting of the present Terms and Conditions. The day of Service registration in Provider's network is the date from which the present Terms and Conditions will be binding to both sides of agreement.

§ 3 – Concluding the agreement method and installation procedures

1. If the present Terms and Conditions does not state otherwise, the registration of all Services is performed by tools from the Provider's Website or by Administration Panel. Services are activated after payment has been booked.
2. Customer, by activating the Service, hereby states, that the Service name and products sold in shop do not violate the rights of any Third Party or laws applicable to countries, in which the sale process is performed.
3. Customer is obliged to provide the true and current Billing Details while ordering the Service.
4. Customer, while ordering the Service, chooses one of the Price Lists offered by the Provider.
5. Provider reserves the right to refuse to enter into agreement. In case of such refusal, the Customer will not be charged with any fees.
6. Provider is not liable for problems resulting from delays caused by Third Parties (banks, post offices, domain registrars etc.).
7. The first payment:
 - a. The amount of the first payment equals to the Activation Fee and 3 CLOUD subscription fees. All of the available funds feed the Balance.



- b. If the Graphics Package was chosen in the ordering process, a charge for it is added to the first payment in amount compliant with the Price List.
8. The Provider, in return for the Activation of the first store, makes a promotional Balance boost with the amount corresponding to the license fee for the CLOUD subscription plan for the so-called Start-up Period. If the Customer resigns from Service during the Start-up Period, the Provider shall detract the Balance by the amount equal to the promotional boost.
 9. The Provider grants the Customer with the Start-up Period of 3 months. The Start-up Period is a time in which the Customer can become acquainted with the work of the Administration Panel. Provider assigns for this purpose an amount equal to 3 CLOUD subscription fees with the cheapest technical support plan in a language, in which the Service is ordered by the Customer. This amount feeds the Balance during the Activation.
 10. In case of implementation works delay (in respect to the offer detailed on the Provider's Website) caused by the Provider, the Customer shall have the right to infer for prolongation of the Start-up Period proportional to time of delay. Provider prolongs the Start-up Period by feeding the Balance with the amount calculated as in §3 pt. 9, proportional to the inferred period.
 11. In case of ordering Graphics Package, the works are performed in accordance to the Guidelines provided by the Customer.
 - a. Not sending Guidelines or lack of reaction from the Customer's part does not prolong the Start-up Period.
 - b. Guidelines need to be compliant with the current list of Service functions and adequate to the chosen Graphics Package. If the Customer provides own design project, it is treated as Guidelines.
 12. In case of risk of exceeding the time budget on the coding stage, after receiving Guidelines, the Provider shall have the right to: demand change of Graphics Package or accommodation of Guidelines to time limits of selected implementation variant, change of the implementation variant or charge Additional Fee, in amount needed to finish the task, in the same way as in the case of additional, individual maintenance works.
 13. If the Provider and Customer did not sign the implementation agreement pointing to specific extent, cost or implementation functionality, all the modifications agreed between the Provider and Customer shall be conducted on general grounds.

§ 4 – Personal data protection and Privacy Policy

1. The Customer accedes to personal data – provided during the Activation – processing, performed by the Provider to provide Services and draw accounting documents.
2. The Customer states, that he is the administrator of the personal data of the Clients of his Internet shops, operating on the basis of software running within the scope of Service, and processes them in accordance to the applicable rules of law. Customer commends the Provider with personal data processing of Clients of his stores, operating on the basis of software running within the Service, within the scope of: storage, solidify, development and disclosure. The Provider commits himself to process personal data of Customer's Internet shops Clients in accordance to the applicable rules of law and safety, and privacy policy detailed in §4 of present Terms and Conditions.
3. In case of situation when a purpose and method of processing – performed by the Customer – of personal data of his Clients handled by the Internet shops, operating on the basis of software running within the scope of Service, binds the Customer to register this personal database in proper bureau or agency. It is the Customer's sole duty to do this.
4. The Customer turning on, by means of the Service, integration module with services of Third Party or by integrating the Service with services of Third Party by himself, he provides Third Party with his own personal data and personal data of Clients of his Internet shops, operating on the basis of software running within the scope of Service, on his own risk. Purpose, method and conditions of processing these data by the Third Party should be regulated with a separate agreement between the Customer and a Third Party. The Provider does not account for consequences of providing these data to a Third Party.



5. All data created, while using the Service, are the sole property of Customer. This property does not include:
 - a. Right of possession of software that is the basis of the IdoSell.com Service.
 - b. Service parts that are different than exported data.
 - c. Data structures that are different than exported data.
 - d. Data that could not have been exported at the moment of ordering the Service, in particular – the information extraction, which is possible only by creating – by the Provider – a complicated software.
6. The Customer states, that he is aware of his right of viewing and changing his own personal data.
7. All information regarding the Customers and the Customer's Shop Clients, particularly the commercial and financial one, is confidential. The information cannot be used by the Provider for purposes other than providing the Service.
8. The Provider shall have the right to use the information concerning the Customers handled by him only in an aggregated form for reports and promotional materials, not allowing the identification of the Customer or the Shop Clients.
9. Unless the Customer raises any objections, the Provider shall have the right to publish the basic data of the Customer (company name, website address) on the reference list of the Provider. At the request of the Customer, the Provider shall immediately remove the Customer's data from his reference list.
10. If the Customer has been acquired for Provider by the Affiliate Partner (also marked as IAI Bronze Affiliate Partner), then information on his payments will be visible also to AP, who has acquired him, in order to handle all settlements in the Affiliate Program. If the Customer does not allow for providing information on his payments to Provider's Partner, he can file a due statement in Written Form, which will formally end paying fee to Affiliate Partner.
11. The Provider obliges to apply the Privacy Policy published on the Provider's Website.
12. In case of displaying the technical strip during the maintenance works, technical breakdown or shop blockade, the Customer allows for displaying the Billing Details.

§ 5 – Invoices, settlement and Balance

1. The Provider will issue a VAT invoice in 7 days starting from date of receiving a payment increasing the Balance, squared in the Billing Currency.
2. Booking the payment on the Provider's Account is recognized as the payment day.
3. The Provider feeds the Customer's Balance with the amount that has been booked on the Provider's Account. All fees resulting from making a payment are debiting the Customer:
 - a. In case of making – by the Customer – the payment in a currency different than the Billing Currency, the Provider will feed the Customer's Balance with amount in the Billing Currency that was booked on his account after exchanging it by the bank or other payment system. Provider does not account for exchange rate in which the payment was booked.
 - b. In case of deduction of handling fee on the Provider's Account, it can be also deducted from the Customer's Balance, if the accounting considerations will demand it.
 - c. As the confirmation of all costs and amount of payments, performed on the Customer's demand, the Provider will disclose a proper excerpt from the Provider's Account, documenting given operation.
 - d. If the Customer does not apply to the guidelines, detailed in the Settlement with IAI S.A. section in the Administration Panel, in particular he does not apply to the recommended title and payment method, the Provider is free of any consequences of delays and mistakes in booking the payments.
 - e. In case of incorrectly or incompletely described payment, which obstructs identification, the Provider reserves the right to keep the payment until the proper Customer will be ascertained and presumptive return to the sender's account will be possible, with the deduction of the handling fee, in the amount adequate to the cost of operation.



4. If the Customer's Balance is negative:
 - a. The Provider – in the new Billing Period – issues a pro forma invoice for the adequate amount equal to Balance deficit from the prior Billing Period. The Customer is obliged to settle this invoice in 14 days from the issuing date. Until settling the pro forma invoice, the Balance will remain unchanged.
 - b. After exceeding the maturity date by at least 30 days, the Provider shall have the right to set the Balance to the 0-level and proceed as in the case of reaching the Minimum Balance.
 - c. For each day of delay in settling the pro forma invoice the Provider shall have the right to add Additional Fee – for supporting the Service – to the next invoice in the amount of 0,038% (13,87% yearly) of total invoice amount for each day of delay. The number of days of delay equals to the difference between the maturity date and the date of settling the invoice in full amount. If the sides do not agree otherwise, the partial settlement does not decrease the number of days of delay.
5. If the Customer's Balance is positive and it exceeds the amount of fees charged in the denouncement period, the Customer shall have the right to infer for withdrawal of this surplus.
 - a. Inference for the Balance surplus withdrawal can be issued no longer than 60 days after the Service provision termination.
 - b. Withdrawals are being made only to bank accounts available in SEPA or accounts in other payment systems used by the Provider. Handling fee charged by the banks and other payment systems are always born by the Customer.
 - c. Withdrawal is made in form and date agreed by both sides and not longer than 14 days from the date of receiving – by the Provider – the Corrective VAT Invoice signed by the Customer.
 - d. Inference for withdrawal cannot apply to works and tasks, for which the cost had already been accepted by the Customer, and work has been started, but not finished until the moment of ceasing the further cooperation. Additional Fee for such task is not a subject of withdrawal.
6. The VAT invoices are issued in electronic form, without signature, and interchanged by means of EDI system, available in the CSC
7. The Provider states that the exchange of electronic data provided by him, meets the required standards of the agreement regarding the European model of EDI defined in Article 1 of European Commission Recommendation 1994/820/EC of 19 October 1994 relating to the legal aspects of electronic data interchange (Official Journal L 338 28/12/1994). The procedures used for the aforementioned exchange guarantee authenticity of origin and integrity of the invoice data. Paper duplicates of invoices will only be issued after having been ordered by means of Tickets. A fixed payment is charged for posting a duplicate invoice in accordance with the Table of fees and commissions.
8. Using the Supporting Applications demands a valid license key:
 - a. Purchasing license key for Supporting Application guarantees the stability of terms of use in the period of license key validity. It also applies to a situation when license key is obtained for free.
 - b. The Provider has no obligation to prolong the license key validity in case when he ceases to provide the given Supporting Application to all of his Customers.
 - c. License keys expire at the moment of ceasing the Service provision.
9. If the Provider and the Customer do not agree otherwise, the Minimum Balance is:
 - a. amount less than 0 for Customers, who have company headquarters in Poland and signed a CL\3 agreement in Written Form and are using a subscription plan other than CLOUD.
 - b. Zero for Customers using the CLOUD subscription plan.
 - c. Amount greater than 0 equal to a monthly subscription fee and additional charges for additional shops for Customers using subscription plans other than CLOUD and who have not signed the CL\3 agreement or do not have a company headquarters in Poland.
10. The Balance is deducted by:
 - a. Charging the recurrent fees with every new Billing Period.
 - b. Accepting the billable task maximum cost in the exact amount of this accepted cost.



- c. Ordering a license key for a paid Supporting Application.
 - d. Exceeding the Transfer Limit and charging Additional Fee compliant with the Price List.
 - e. Charging the Additional Fee compliant with the Price List.
11. The Balance is increased by:
 - a. Booking a payment.
 - b. Receiving a gift or by positive adjusting a complaint.
 - c. Finishing a billable task, for which the completion cost has been lower than the accepted maximum cost. Balance is increased by the difference between the accepted cost and the charged cost.
 12. If the Minimum Balance level is reached, the Provider shall have the right to refuse further provision of the Service, including Shop Mask display or accepting further maintenance works until the Balance is increased to the level higher than the Minimum Balance or setting the new Minimum Balance. This also applies to a situation when a Customer has many Administration Panels.
 - a. 3 days after reaching the Minimum Balance without making a payment access to Administration Panel can be limited to the Customer.
 - b. Another 4 days after reaching the Minimum Balance without making a payment all Customer's Shop Masks, working in given Administration Panel, can be blocked.
 - c. 30 days after reaching the Minimum Balance without making a payment the Provider can resort to a procedure described in §6 pt. 6, when delay is more than 30 days.
 - d. 60 days after reaching the Minimum Balance without making a payment the Provider can assume that the Customer has terminated the agreement.
 13. If the Customer has any funds in CSC, the Provider shall have the right to automatically transfer them to Balance:
 - a. partially or in total to avoid the blockade described in §5 pt. 12,
 - b. in total in case of agreement termination.
 14. Provider points a specific Provider's Account for each Billing Currency.

§ 6 – Amendments to the Agreement

1. All agreements on CL/3 form are concluded for an indefinite time. A new version of the Terms and Conditions and the Price List are introduced for an indefinite time or until the publication of a new version of the Terms and Conditions or the Price List.
2. The Terms and Conditions is an integral part of the agreement binding both contracting parties from the date of its signing as described in §2 pt. 3 throughout its validity period. The Provider reserves the right to make changes, if the provisions included in the Terms and Conditions have included such an opportunity, or the changes have been caused by an important reason indicated in the Terms and Conditions, e.g. by an obligation to adapt the content of the Terms and Conditions to the current legislation. A publication in the IAI-News communication system.
3. The Provider will inform the Customer about any changes in the Terms and Conditions, as well as additions and modifications in functioning of the Service elements regarded by the Provider as important.
4. During the duration of the agreement, The Provider shall have the right to introduce necessary changes to the Terms and Conditions providing that:
 - a. The Customer will be informed about the possible change of the Terms and Conditions of at least one Billing Period in advance.
 - b. The Customer shall have the right to refuse to accept the new Terms and Conditions. Lack of acceptance of the Terms and Conditions in this case is synonymous with handing a notice of agreement termination in line with general conditions, counted from the date of obtaining a refusal in a Written form to accept the new Terms and Conditions.



- c. When handing a notice of agreement termination before a new Terms and Conditions enters into force, the Terms and Conditions valid at the date of terminating the agreement will be applicable.
 - d. Changes in Service functionality – in case of handing a notice of agreement termination – are not preserved in earlier version or functionality, unless they make the standard use of Service, which is selling online, impossible.
 - e. Changes in Service functionality in scope of integrated services of Third Parties are not preserved in earlier version or functionality in case of handing a notice of agreement termination.
5. The Customer can change or order changes to the Service parameters by means of the Administration Panel.
6. In case of payment delay longer than 30 days, if the Customer has a subscription plan with a Dedicated Server or Dedicated Virtual Server, the Provider shall have the right to move the Customer's shop to a Shared Server and charge the cost – compliant with the current Price List – of such migration from the Customer's Balance and lower the subscription plan to CLOUD and adjust next Billing Periods in accordance to its price. Another migration to Dedicated Virtual Server will be handled exactly as migration to DEDICATED CLOUD 1, DEDICATED CLOUD 2, DEDICATED CLOUD 4 or DEDICATED CLOUD 8 subscription plans on general terms.
7. The Provider shall have the right to charge the Additional Fees in amount compliant with the Price List in case when the additional services were ordered by the Administration Panel or automatically when:
 - a. A Service limit has been exceeded in the scope of the Transfer Limit or number of products.
 - b. A shop removal has occurred as a result of agreement termination caused by maladjusted payments.
 - c. The Customer has not kept the term of notice.
 - d. Letter of grace has occurred compliant with §5 pt. 4.c.
 - e. In case of ordering recurring additional services the Provider shall have the right to assume, that the Customer expects their recurrent support. If the Customer shall not express his wish of resigning from use of additional service at least 3 weeks before the next Billing Period, the Provider extends the service validity for one Billing Period.
8. If the Provider, for the Customer's express inference, shall change the Customer's subscription plan during the Billing Period:
 - a. Customer's Balance will be fed with the amount of unused part of the Subscription Fee calculated proportionally to the number of days left to the end of the Billing Period, starting from the day of the subscription plan change. The Customer's Balance will be simultaneously charged with the new Subscription Fee calculated proportionally to the number of days left to the end of the Billing Period, starting from the day of the subscription plan change.
 - b. Additional Fees are charged respectively to the ones binding in the corresponding parts of the month.
9. If the Provider provides more than one Price List for the Customer to choose:
 - a. The Customer can change his binding Price List on his own by means of the CSC.
 - b. Each Price List has an assigned Billing Currency.
 - c. If the Customer changes his Price List, he also changes the Billing Currency.
10. The Customer cannot change his Billing Currency without changing the Price List.
11. If the Customer changes his Billing Currency and the Balance is positive:
 - a. The Customer points if the Provider should make the return of the Balance surplus on general terms or change the Billing Currency.
 - b. At the moment of the Billing Currency change, the Balance in former Billing Currency is reseted.



- c. If the Customer in accordance to §6 pt. 11.a shall point, that the Balance surplus should be exchanged into the new Billing Currency, the Provider shall calculate the Balance amount in the former Billing Currency and exchange it into new Billing Currency in 5 working days. The applicable exchange rate shall be the average exchange rate of the Polish National Bank from the day of the exchange. The Provider shall then feed the Balance with the adequate amount in the new Billing Currency.
 - d. The Customer cannot infer for the withdrawal of such Balance surplus, resulting from exchange described in §6 pt. 10.b, on terms described in §5 pt. 5.
12. The Customer cannot change the Billing Currency when the Balance is negative.

§ 7 – Agreement termination

1. The agreement can be terminated by the Customer with the term of notice of 2 months and by the Provider – with the term of notice of 3 months – with the result at the end of the month. In case of not keeping the term of notice, the party that has not kept it, shall pay an agreed penalty – equal to the highest subscription fee paid during the agreement has been in force – to the other party for each month of the term of notice that had not been kept.
2. The agreement termination has to occur in Written Form and should be send to the other party to the company headquarters address under pain of being declared null and void. In case of unsuccessful delivery of a registered letter, the date of sending shall be treated as the date of termination.
3. In term of notice the Customer cannot resign from additional shops, change server or the subscription plan to a cheaper one. All incomplete tasks commissioned by the Customer, in case of not completing them during the term of notice, shall be adjusted as if they were completed in the last month of term of notice.
4. The Customer obliges to provide current and correct Billing Details for the entire duration of the agreement. If the Customer changes his Billing Details, he is bound to inform the Provider about such change by a Ticket and provide copies of company registration documents confirming these changes.
5. Providing incorrect or false Billing Details, not updating them for at least 2 Billing Periods after the change has been made, no information about a Cession for at least 1 Billing Period after the fact of changing the owner of the Administration Panel or closing the company, in particular – selling without owning a company and thereby violating the Terms and Conditions, allows the Provider to cease the Service provision and terminate the agreement immediately.
6. The Provider reserves the right to terminate the agreement, if:
 - a. obvious violations of Terms and Conditions shall occur,
 - b. obvious violations of Polish – or other country's in which the sale is being handled, including a situation when the Customer sold illegal goods, coming from theft, or he sent spam – law shall occur.
 - c. the Service was used inconsistently with its intended use or the Customer shall be intentionally acting against the Providers best interest.
7. Providing access to the Administration Panel or the Shop Masks is available only to the Customer's branches or standalone entities, after purchasing the service of supporting another shop with the possibility of providing different company details for seller. In case of granting access to the Administration Panel or Shop Masks, the Customer bears full responsibility for actions taken by those entities.
8. If the agreement shall be terminated on account of circumstances described in §7 pt. 4 or §7 pt. 5 and the Balance is positive, the Provider shall bear no responsibility for returning these funds to the Customer, resulting from the positive Balance, which should be deducted as an agreed penalty from the



Provider's guarantee – to the Customer – of providing the Service when the Customer properly exercises his duties.

9. After the agreement termination, the Provider reserves the right not to archive and to refuse to generate any data, with the exception of duplicates of invoices with the payments for Service. The Provider shall have the right to delete all the information in convenient moment, but not later than 6 months after the agreement termination date or 14 days from the moment of receiving the proper command in Written Form from the Customer.
10. During the term of notice, when the agreement was terminated by the Customer, he shall have the right to recall it and continue to use the Service. In case of termination on grounds described in §6 pt. 4b, such recall indicates accepting the new Price List and Terms and Conditions.

§ 8 – Detailed terms of providing the Provider's services

1. The Provider obliges to persistently and continuously provide the Services, for which the Customer has paid the subscription fee, unless the provisions of present Terms and Conditions have not been violated and the agreement has not been terminated.
2. If there is a need to temporarily disconnect some parts of the Service, the Provider – if it is possible – obliges to inform the Customers about this fact with due advance.
3. The Provider does not support Services used inconsistently with their intended use.
4. In case of excessing, during the paid subscription period, the Transfer Limit or the products limit, specified in the the Service details, an Additional Fee – compliant with the Service Price List – shall be charged. The number of products in subscription period is a maximum number of undeleted products in adjusted Billing Period.
5. At the moment of expiry of the Service, all of the e-mail accounts and other recurrent services, working in the Service domain, also expire – no matter the length of the paid subscription period.
6. Subscription Fee and Additional Fees are calculated for all shops in one panel at the same time. The Activation Fee is charged during the activation of the first shop. During the activation of the next shops, the Activation Fee for additional shop is being charged in accordance with the current Price List.
7. Subscription fee for the Service is only a salary for its use. It does not include the costs of access to the Service, telecommunication fees, hardware or software purchase, purchase of own domain, design of the WWW pages or configuration of the Customer's computer system.
8. The Provider is obliged to provide the Customer with all the information necessary for proper use of the Service and provide technical support:
 - a. Using the technical support Service is mandatory in at least one language.
 - b. The Provider provides technical support only in languages available in Price List.
 - c. In specified hours, in scope of regular technical support, the Provider also grants access to helpline available under the landline phone number. If the questioned case needs to be documented or data sent, the Provider can decline to handle the case by helpline and direct the Customer to the Ticket contact method.
 - d. The basic form of technical support are Tickets. The Provider obliges to accept incoming Tickets around the clock and answer them as quickly as possible on grounds exactly the same for every Customer.
 - e. The Provider shall have the right to charge each started hour of training in training location – indicated in the Price List – and limit the time of such training in accordance with the current Price List.
 - f. In case of training outside of the Provider's headquarters, he shall have the right to charge discretionary fee, adjusting the fee with the costs of transportation, delegation and accommodation of delegated trainer.
 - g. The Provider shall have the right to refuse the training outside of his headquarter without giving a reason.



- report a Critical Ticket in a matter that does not fit this defined set, the Provider shall have the right to charge a Additional Fee for each of such reports, compliant with the Price List, and examine this Ticket on general grounds. In particular, the Critical Tickets can be reported only if:
- a. Domain has been properly delegated, but page cannot be displayed or the server has not worked correctly for more than 15 minutes.
 - b. Signing in to the Administration Panel has not been possible because of the system malfunction or failure for more than 15 minutes.
 - c. Server has worked extremely slow for more than 15 minutes.
13. Parties of the agreement recognize, that the access to the Tickets system means authorization of persons, contacting by means of the Tickets system, to be the ones speaking instead of them. Parties will take care that each person, for whom the authorization has been granted, shall have an independent account in the Administration Panel, allowing for identification by first name and last name, and that they will care for confidentiality of their passwords. Withdrawal of such authorization is being made by deleting the account from the Administration Panel.
14. The Customer shall have the right to order – by means of the Administration Panel – additional, individual maintenance works. During the appraisal process, the following rules are in effect:
- a. Task price depends on the number of hours necessary for completing it and it is the ratio of time and unit price detailed in the Price List.
 - b. If the Customer changes his mind many times, the Provider can increase the time limit necessary to complete the task by the amount adequate to the number of implemented changes.
 - c. If the client has not sustained correspondence necessary to complete the task for more than 30 days and the task is real-time based, the Provider shall have the right to close this task and charge a fee in amount proportional to the time that was really used to work on this task. Another declaration of this task shall be performed on general grounds. In case of task which cost is calculated on the basis of an effect, the Provider shall have the right to recognize this task as completed.
 - d. Agreed scope of works affects the time of completing a commission. If the Customer modifies the scope of works confirmed by the Provider, the Provider shall have the right to change the payment amount and the term of completing the task or refusing its fulfillment. In case of refusal of changing scope and price, the Provider shall finish the task completion using the original scope and timetable.
 - e. The Provider fulfills the commissioned tasks, taking full responsibility for them exactly as for the Service. In case of allegation of malfunction or fault, the Provider shall remove them on his own cost in the shortest term possible.
 - f. Terms of tasks completion, provided by the Provider, are done so without prejudice and cannot be a subject for a complaint. In case of considerable excess of estimated deadline, the Customer shall have the right to withdraw from ordering a maintenance work, which will not affect any other liabilities of the Service.
 - g. If testing and documenting of additional functionality is necessary, in particular for software created on the Customer's explicit order, time for testing and writing the manual is included in time of completing the tasks.
15. Billable individual maintenance works demand the maximum cost acceptance by the Customer.
- a. The Customer can indicate other persons who will be able to accept such tasks. Delegation of such authority means giving – by the Customer – an agency authorization. Withdrawing of such authorization ensues by removing it from the Administration Panel.
 - b. Accepting the maximum cost of fulfilling the task, when it is completed correctly and in accordance with the confirmed scope, makes the possibility of complaining the cost of completing the task not possible.
 - c. In case of completing the task should require increasing – in justified conditions – the formerly accepted cost, the Customer accepts the new, increased cost of fulfilling the task. In case of rejecting the new cost, the task fulfillment shall be suspended for an indefinite period of time.



By justified conditions a task can be discerned for which calculating the time of completion was impossible because of untypical character of this task or other unforeseen technical problems. As justified conditions the Provider does not recognize any visible or hidden defects or faults resulting of careless task execution.

- d. During the appraisal of maintenance works cost the Provider provides work-time and cost estimates in good faith, taking into consideration known and foreseeable circumstances. The Provider is not liable for prolongation of time needed for task completion and thereby increasing its cost, if the scope of works was difficult to evaluate because of its high complexity, innovativeness and task's uniqueness. In case when the Customer was not misguided on purpose when the cost was estimated, he cannot demand the task completion without making additional payments. If the Customer will not accept the higher cost of task completion, the Provider can refuse to fulfill this task and return the entire amount to the Customer's Balance or complete the task in the earlier-agreed functionality and cost but omitting the details.
16. The Provider shall have the right to provide without prejudice text and graphics informing about the logotype and Service name in the Shop Mask and auctions displayed by means of Service. Maximum size of these information cannot exceed 97x26 pixels and it will be static text or graphics with link to the Provider's Website. The Provider shall have the right to refuse – without giving a reason – to any requests for change of size, appearance or removal of logotype, if this element is standard and is used in all the the Shop Masks.
17. The Provider shall have the right to place additional page in the Shop Mask, informing about the Provider's services, including also links to the Provider's Website. The Provider shall also have the right to refuse – without giving a reason – to any requests for change or removal of this page, if its content is standard and is used in all the the Shop Masks
18. The Provider provides selected services from the Price List in the Express Mode:
 - a. Express Mode means that the task execution shall start in 4 working days from the moment of accepting the task cost and will be fulfilled in the most immediate way and the Provider executes the tasks in Express Mode first.
 - b. The Provider shall have the right to refuse to fulfill the task in Express Mode if the number of commissioned tasks in Express Mode exceeds the possibility of starting the task execution in the prospected term.
19. If the Provider integrates the Service with services of Third Parties, he specifies the scope of the integration module functionality and can modify it on his own.
 - a. The Provider informs the Customer about the changes in the functionalities in the integration module with the longest advance possible.
 - b. The Provider is not obliged to inform the Customer about the changes earlier than one Billing Period ahead.
 - c. In justified situations, i.e. when the service of Third Party is modified, making changes without an earlier information is possible.
20. The Provider shall have the right to integrate with services of Third Parties in a way that makes handling payments for their services possible. If the Provider charged for using the service of Third Party:
 - a. The Provider settles with the provider of the integrated service independently.
 - b. The charged fee fully covers the costs of using this service and the Provider settles with its provider independently.
 - c. The charged fee is being visible in the Balance and included in the invoice on general grounds.
21. The Customer utilizes the integrated services of Third Parties on his own risk, in particular:
 - a. He should independently contact the provider of this service before turning on the service of Third Party, unless the information from the Provider's Website states otherwise.
 - b. He should always check the correctness of operation of such integration.



- c. In case of malfunction he should provide the Provider with all the necessary information needed to verify it, including the logs recorded on drive or sent if it is possible.
- 22. To make use of the Affiliate Partner External Services (APES) in a way comparable to the Service:
 - a. External Services allow for paying for APES services from Balance. The Customer permits debiting the Balance by the Affiliate Partner in period between the granting permission and withdrawing it.
 - b. To make operating on the Balance possible, The Customer, by allowing to debit his Balance, also allows APES to check his Balance.
 - c. Scope of APES service is determined by APES and the Customer is obliged to become acquainted with it before ordering it.
 - d. The Provider allows for communication with APES through the Tickets. The Provider guarantees support in the process of ascertainments with APES executed only through Tickets.
 - e. The Customer is not obliged to make any payments for using the APES services beyond the Balance operations supported by the Provider.
 - f. The costs of using APES service are included in the charge deducted from Balance and included in the Provider's invoice. The Provider settles with the APES independently.
 - g. If APES demands signing an agreement, its handover should transpire through Ticket for both parties. The agreement signed this way shall be honored by APES, Customer and the Provider.
- 23. If Server is overloaded and makes store page browsing impossible or highly impeded, Provider shall have the right to temporarily disable less-important Service functionalities without any further notice, in particular - temporarily limit access to API or other functions demanding high computing power – so the Service could be provided with key functions, which are: store page display (available for buyer), possibility of indexing page by search engines, placing orders and accepting payments, order contents display and processes necessary for sending package on time.

§ 9 – The Provider's liabilities

- 1. The Provider shall bear full responsibility for any detriment done to the Customer caused by deliberate not fulfilling or careless fulfilling of Service up the full amount of subscription fee and additional recurring payments in a month in which the detriment occurred.
- 2. In case of culpable lack of continuity in providing Service that lasts more than 24h, the Provider obliges to recompense in form of 1 free subscription fee for the next Billing Period in amount of subscription fee in a month in which the detriment occurred.
 - a. Malfunction of one Service module which does not affect the possibility of placing orders in the Internet shop cannot be treated as a culpable lack of continuity in providing Service.
 - b. If the Provider was not aware of the malfunction of the Shop Mask and the Customer – to increase the amount of recompense – did not reported its occurrence, the Provider shall have the right to refuse allowance for loss for reported complaint.
 - c. Problems resulting from using the Supporting Applications, e-mail system or SMS cannot be treated as a culpable lack of continuity in providing Service.
- 3. The Provider does not bear liability for detriments caused by:
 - a. Lack of continuity in providing Service not culpable by the Provider.
 - b. Incorrect use of Services.
 - c. Providing incorrect, fake or incomplete information during the Service activation.
 - d. Violation of provisions of the present Terms and Conditions by the Customer.
 - e. Act of vis major – the cataclysms like flooding, hurricane etc.
 - f. Actions of factors and Third Parties (cable, hardware or software malfunctions in networks of telecommunication and cellular operators etc.), on which the Provider has no influence.
 - g. Using the authentication data given to the Customer to gain access to the Service.



- h. Deliberate turning off of the servers during the hacker attack.
 - i. Rejecting the sent e-mails by the mail servers other than the Provider's, i.e. caused by work of filters, blockades or malfunctions of these systems.
 - j. Performing operations noncompliant with the description, help, instructions of the technical support or guidelines displayed automatically by the Service.
 - k. Incorrect or abnormal use of Service and Supporting Applications, in particular entering excessive amounts of data to descriptions, adding substantial number of linked elements, performing saving operations by multiple users, closing or reloading page during performing the saving operation or – without earlier agreement – leading to extensive server encumbrance.
4. The Provider does not bear liability for data transmission, if:
- a. He has not initiated this transmission.
 - b. He does not chooses the data receiver.
 - c. He does not remove or modify the data to transmit.
 - d. Thus liability exclusion includes also the automatic and short-time storage of transmitted data, if this action is being performed only to complete the transmission and the data are not stored longer than to finish this transmission under normal circumstances.
5. The Provider does not bear liability for any commissions charged by the Third Parties for using services, used by the Customer, that are not a direct part of Service, in particular commissions charged by services integrated with Service. The Provider is obliged to provide due attestations necessary to regain the commission or fee wrongly charged by the Third Party.
6. The Provider does not bear liability to train the Customer in use of Service.
7. The Provider does not bear liability to answer questions within the confines of technical support, if:
- a. Information on method of performing operation has been made available to the Customer in form of manual in the Administration Panel, answers to frequently asked questions, training movie or presentation.
 - b. Questions are directed in language different than the one proper to a purchased technical support plan or are not formulated in comprehensible way.
 - c. Questions regard to operation of other applications than the ones provided within confines of the Service or applications in versions different than the ones supported by the Provider.
 - d. Answer demands preparation of complicated research and reports that put the Provider to unjustified expenses.
 - e. Question was asked in form other than Ticket, in particular an e-mail, or was asked by person who does not have access to Administration Panel.
8. The Provider shall have the right to temporarily limit the number of working modules, providing them in selected hours or establishing limits in case if the lack of limits could have negative influence on continuity and stability of provided Services.
9. The Provider, creating pages or other trademarks designs, does not copy pages or trademarks of Third parties. The Provider however does not investigate, whether any copyrights of Third parties are being violated during the implementation procedure. These in particular are:
- 1. The Provider purchases licenses for photos or fonts (so-called Stock) to be able to perform ordered commissions. If the Customer wishes to use these materials on other utilization areas, one should purchase according license separately.
 - 2. If the Provider is asked – in Ticket – about source of used photo or font, these information shall be disclosed in detail – in particular, which parts of commissioned work were purchased and which – created by Provider's employees.
 - 3. The Customer uses design created by the Provider on ones own responsibility. If any copyrights of Third party were violated, the Provider's responsibility is limited to commission value only.



4. If design created by the Provider violates copyrights of a Third party, the Provider is obliged to cooperate with the Customer to minimize the risk of bearing legal responsibility. The Provider is also obliged to create – free from charge – new design, free from any legal flaws.

§ 10 – Complaints

1. The detriment suffered by the Customer, which the Provider on the basis of the above provisions can bear liability for, does not include possible opportunity benefits of the Customer.
2. The Customer can enforce claim against the Provider in court of law after depleting possibilities of complaint proceedings.
3. The Provider does not bear liability for removing or modifying the Customer's data resulting from incorrect use of provided Service or using elements marked as unfinished (“BETA” annotation) or withdrawn (“withdrawn” or “out-of-use” annotation).
4. The Provider does not bear liability for loss of authentication data used to manage the Provider's Service or its use by unauthorized person.
5. The Provider is not obliged neither to import data from other computer systems nor export data for needs of use in other computer systems, excluding situation when provided Service tools are used.
6. The Provider is not obliged to individually inform the Customer about the amount of Additional Fee, if the service is detailed in the Price List.
7. If a subject of a complaint is amount of time used to complete the billable task, the basis for adjusting a complaint is a task completion log. This log needs to include the first and the last name of the Provider's employee that was responsible for fulfilling this task, amount of time used to complete it, short description of performed activities, finishing time and exact time of start – including the starting time for every performed activity. The amount of time spent of completing the task is equal to the sum of times used on each of activities. The Provider shall have the right to add time – spent on talks (personal or telephone) with the Customer, reading extensive documentations provided by the Customer, revising texts containing grammatical and orthographical errors, searching for fonts, photos or other files not sent by the Customer but necessary to complete the task – to the time used to fulfill the task.
8. Complaint made by the Customer with regard to not fulfillment or inadequate fulfillment of Services should be sent in form of a Ticket only and should specify:
 - a. Name and ID of task or Ticket, that the complaint applies to.
 - b. Object of a complaint.
 - c. Circumstances that prove a claim. Term of filling a complaint applying to a malfunction is limited to 30 days from the date of occurrence of this fault under pain of not adjusting this complaint at all.
9. Term of filling a complaint to an invoice issued in accordance with §5 pt. 1 is limited to 14 days from the date of issue. In case of adjusting a complaint positively, the Customer's Balance shall be fed with the adjusted amount.
10. Term of filling a complaint to charging Balance with a Subscription Fee or Additional Fee is limited to 14 days of day of charge. In case of adjusting a complaint positively, the Customer's Balance shall be fed with the adjusted amount.
11. If the Customer files a complaint compliant with the procedure from §10 pt. 9, he shall have no right to file a complaint compliant with the procedure described in §10 pkt. 10.
12. If the access to the Tickets system is impossible, the complaint should be made in Written Form and sent to the address specified on the Provider's Website.
13. The Provider shall adjust a complaint in 14 days starting from day of its delivery and shall send to the Customer an answer containing decision and its substantiation in Written Form.
14. In case of using the technical support and maintenance works provided by the Affiliate Partner or using the Affiliate Partner External Services (APES), the Customer should file a complaint, by means of Ticket, to the Affiliate Partner first. If the complaint was adjusted negatively, the Customer shall have the right to file a complaint to the Provider:



- a. Term of filling a complaint to service provided by the Affiliate Partner is limited to 14 days.
- b. Complaint should be filed in the most complete way possible, compliant with the provisions of §10, specifically applying to the proper type of complaint.
- c. The Provider shall have the right to not adjust a complaint without giving a reason, if the works were commissioned beyond the Tickets system and the Balance.
- d. The Provider's liability for using APES is limited to the amount of Balance charges done by the APES in 3 former Billing Periods.
- e. The Provider, in case of adjusting a complaint applying to APES positively, shall return the funds to the Customer's Balance and shall settle with the Affiliate Partner independently.
- f. The Provider shall adjust a complaint applying to the Affiliate Partner in 35 days, using prolonged time to investigate the cause and mediate with the Affiliate Partner.

§ 11 - Final Provisions

1. The Terms and Conditions shall enter into force at the day of its publication on the Provider's Website, and from that day it will apply to all agreements concluded with the Provider.
2. All issues not regulated by the present Terms and Conditions are subject to the Civil code and adequate Polish laws.
3. All arising legal disputes will be settled by the common court of law in Szczecin (Poland).
4. The Customer obliges not to infringe the intellectual property of the Provider with regard to the use of the unique solutions present in the Service.
5. The invalidity of any provision of the Terms and Conditions does not make the whole Terms and Conditions null and void, but will only repeal the invalid provision. The invalid provision will be replaced by a valid one closest to the intention of both parties.

The Terms and Conditions was adopted at the meeting of the Executive Board of IAI S.A by a resolution no. PL/3/2012 dated 30th August 2012.