



# IdoSell Shop Terms and Conditions

Effective from April 1, 2019

## §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, Poland (71-064) at al. Piastów 30.
2. **Operator's website** – the website located at the following address - [www.idosell.com](http://www.idosell.com)
3. **The 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 business entity orders many administration panels, each Administration Panel is regarded as a Client.
4. **The Service** – IdoSell Shop online service providing tools and resources for electronic trade
5. **Site** - internet service used to present Client's products and all sales-related information to Shop clients using the Template and enabling online order placement. The Client may have multiple Sites assigned to a single Administration Panel as part of the Service.
6. **Operator's service** – the IdoSell Shop service indicated in the Terms and Conditions, executed by the Operator.
7. **Shop's client** – a person who makes a purchase in a Client's internet shop of the Client using the Operator's service.
8. **Terms and Conditions** – The Terms and Conditions of the Service, effective for the service provided both by the Operator and an Affiliate Partner.
9. **Log** – the diary of events within the Service, WWW server or any other component of the Service.
10. **Visit** – a single connection with the Service during which many sites are opened, registered for one IP address over a time span of one hour, determined based on the web server Log. Visits can also be calculated by the Operator, according to the Price list, if they originate from Third Party Services.
11. **API** – an open programming interface used by Third Party Services (outside of the IdoSell Shop cloud), including applications written by the Operator but installed on computers controlled by the Client or custom applications, created by programmers of the Client.
12. **API call** – execution of one instruction via the API.
13. **Transfer** – measured in gigabytes (GB), the total volume of data sent by the Service during a given Settlement Period, determined based on the Log.
14. **Traffic limit** – a limit on Transfer, Visits and API calls for a subscription chosen by the Client, determined by the Operator and enclosed in the Price list.
15. **Available disk space** – space available for data stored on the server, generated by the Client (pictures, attachments, product descriptions), measured in gigabytes (GB). The available space is not affected by any data the Client has no control over, such as the underlying database, file cache, system files, etc.
16. **Subscription fee** – payment made in advance by the Client on a monthly basis, in accordance with the selected Subscription Plan.
17. **Commission** - assigned to the Subscription Plan, a percentage fee charged from the Client, the amount of which depends on the conditions determined in Terms and Conditions or the Price list.
18. **Subscription Plan** - the scope of the Service chosen by the Client, determined by parameters, terms of service and prices, described in detail in the Price List.
19. **Activation fee** – remuneration for activation of the Service, paid by the Client in advance.
20. **Additional fee** – a fee paid immediately for services listed on the Price list, invoiced at Client's request or automatically, when quantitative limits of the Service are exceeded.
21. **Third Party** – a legal person, an individual or an organization without legal identity, not related directly to the Client or to the Operator.
22. **Domain** – a sequence of alphanumeric symbols, unique within the Internet, which identifies an Internet



- site.
23. **Activation** (of a service) - provisioning of access to functionality and resources offered by a given Service to the Client.
  24. **Implementation Package** – a set of standardized activities provided by the Operator in order to provide a Template for a new shop or a new Template for an already existing shop in the process of its redesign along with all parallel activities, such as database imports, content implementation and training. Types and limitations of particular Implementation Packages are included in the Price list.
  25. **Individual Implementation Package** – a set of activities, priced and agreed upon individually, provided by the Operator in order to deliver a Template for a new shop or a new Template for an already existing shop, in the process of its redesign along with all parallel activities, such as database imports, content implementation and training.
  26. **Price list** – detailed list of services with their prices, including administrative fees, service fees, and additional fees, provided on the website of the Operator. If an Affiliate Partner provides services to the Client, they may use their own Price list in relation to services provided.
  27. **Settlement currency** – the currency in which the Balance is kept and settlements with the Client are made.
  28. **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.
  29. **Administration Panel** – a management tool for the Service and Site, which requires Authorization data.
  30. **Authorization data** – data (login and password) that allows access to the Administration Panel, provided to the Client during the installation process or generated by the Client using the Administration panel.
  31. **Billing data** – Client's company data. 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 a tax ID number and a confirmation of company incorporation required in a given country and for their legal form as well as information whether the Client is VAT registered.
  32. **Template** – an interface for presentation of products and shopping dedicated for Clients of the shop, which provides individual visual and navigation features.
  33. **Shared server** – a server owned by the Operator, managed exclusively by the Operator, whose equipment resources are used exclusively for provisioning of the Service in such a way that Services for multiple Clients share a single hardware unit and operating system.
  34. **Virtual dedicated server** – a server owned by the Operator, managed exclusively by the Operator, whose equipment resources are used exclusively for provisioning of the Service for the Client in accordance to the purchased Subscription plan, supported by bare metal virtualization.
  35. **Individual server infrastructure** – a server and other elements of network infrastructure, leased from the Operator, whose equipment resources are used exclusively for provision of the Service, with set parameters, priced individually and leased as per additional agreements regarding prices, rules and period of the lease.
  36. **Maximum recommended number of orders per month (for a Subscription plan)** – number of orders in the Administration Panel per month which is used to measure possibilities of a virtual dedicated server
  37. **Guidelines** – boundary conditions and directions defined by the Client at the design stage of the shop Template. Guidelines are provided in a written form before the commencement of implementation, and are not modified at the implementation stage.
  38. **Supporting Applications** – additional programs installed along with the Service, which extend the standard functionality of the system. Supporting Applications may be used on the basis of subscription periods in accordance with the rules defined in the Price list, valid licenses keys or, in case of personalized solutions, in accordance with the agreement between the Client and the Operator.
  39. **Balance** – a record of transactions between the Client and the Operator (in particular of deposits made by the Client), which shows the current difference between the amount of deposited funds and charges incurred for commissioned tasks and services. The current balance level is the difference between debits and credits.
  40. **Minimum Balance** – when this balance level is reached, the Operator is no obliged to provide the Service,



- including the displaying of the shop Template.
41. **Operator's Account** – bank account or internet payments system account, indicated by the Operator for payments for the Service in the Settlement Currency.
  42. **Settlement Period** – a period for which a Service Fee was invoiced. A standard settlement period is one calendar month beginning from the first day of each month. If the first day of the production period is not the first day of the month, then the first month the Settlement Period lasts from the day of the commencement of the production period till the last day of that month.
  43. **IAI blog** – an information sharing system for all Clients who use the Service via the Administration Panel. Information provided through the IAI blog has the same character and importance as paper documents, especially in relation to advance notifications about changes or maintenance that will be performed.
  44. **Ticket** – a message sent from the Customer Service Centre (CSC) via a special system for communication between the Client and the Operator. Each Ticket includes, apart from its content, the first name and surname of the sender and the date and time of its creation. Tickets cannot be modified after being sent.
  45. **Written Format** – a paper letter sent by courier or post, or an electronic document signed with a qualified digital signature, sent by email or as an attachment to a Ticket.
  46. **CSC** – a separate part of the Operator's website which requires Authorization Data to gain access. It allows for the Client's account to be managed, Tickets to be created and tracked, as well as settlements to be made.
  47. **Affiliate Partner** – a legal person, an individual or an organization without legal entity, that is able to undertake obligations on its own behalf and to acquire rights, who was verified by the Operator and with whom the Operator signed the IAI Affiliate Program Contract. Affiliate Partner is an entity independent from the operator, authorized by the Operator to provide services for Clients, depending on the rank and terms of cooperation, defined on the basis of the agreements signed with the Operator. The role of an Affiliate Partner is to refer clients and provide services for them in a quality at least similar to the Operator's.
  48. **Affiliate Partner External Services** – ES, services provided by an Affiliate Partner, which use the Service for integration, invoicing and communication with the Client via the CSC.
  49. **Key functionality** – all functions of the Service concerning the way a webpage is viewed by shop customers, website is indexed by search engines, orders are displayed, payments are processed, and shipping is managed in a timely fashion.
  50. **Startup period** – period of time when Clients can familiarize themselves with the Administration Panel functionality.
  51. **GDPR** – Regulation 2016/679 of the European Parliament and the European Council from April 27, 2016 on the protection of individuals with regard to the processing of personal data and free movement of such data, as well as repealing Directive 95/46/WE (general regulation on data protection).

## §2 – Subject of terms and initial provisions

1. Provisions comprised in these Terms and Conditions determine the mode of use of the Service, the scope of responsibilities and all other information of a regulatory character.
2. Getting acquainted with the Terms and Conditions is an integral part of the contract that binds the parties and is necessary. Any behaviour of the Client or the Operator in conflict with the content of the Terms and Conditions shall cause effects that directly result from the content of the Terms and Conditions and legal regulations.
3. Making the first payment for the Service has the same effect as confirmation that the Client got acquainted with and accepts the Terms and Conditions contents. The day of registration of the Services in the Operator's network shall be regarded as the date from which provisions of the Terms and Conditions shall apply to the contract between the parties.

## §3 – Conclusion of the Contract and implementation work

1. Registration of all types of services takes place via tools located on the Operator's website or via the Administration Panel, unless these Terms and Conditions provide otherwise. Services are activated after payment has been allocated to the Client's account.



2. By activating the Service the Client declares that:
  - a. The name of the Service and products sold do not infringe the rights of Third parties or any laws in effect, in all countries where sales take place.
  - b. If products are sold within the European Union, the Client will adhere to EU laws and standards, no matter where the Client's actual business is registered, or where the products are imported from. In particular, the Client declares that truthful and accurate delivery times, telephone number and email address, are always displayed and are easily accessible by the Client's end customers.
  - c. The Client shall not utilise the Service, or any of its parts, to either offer or promote gambling services in a manner contradicting the current Polish law.
  - d. Any related disputes related shall be settled without participation of the Operator. If the Operator suffers any damage caused by the use of the Service by the Client or by sale of products which infringe rights of Third parties or any laws effective in countries where sales take place, the Client is obliged to redress the damage in its full value.
3. The Client is obliged to present true and up to date Billing Data when ordering the Service.
4. When ordering the Service the Client chooses one of the Price lists and Subscription Plans offered by the Operator in the Price list
5. The Operator reserves the right of refusal to conclude the Contract. If the Operator refuses to conclude the contract, no fees shall be charged to the Client.
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 payment:
  - a. The default first payment corresponds to the sum of the Activation Fee and three (3) CLOUD Subscription fees for the chosen Subscription plan, whereas all unused resources shall remain on the Client's Balance.
  - b. If the Client opts for a Fixed-term Contract, no Activation fee will be charged.
  - c. In case of choosing the annual Smart CLOUD Plan it is the sum of 12 subscription fees and the amount set by the Operator towards future settlements, whereas all unused resources shall remain on the Client's Balance.
  - d. If an Implementation Package was chosen when the order was made, a fee consistent with the Price list will be added to the payment.
8. If an Implementation Package is ordered, relevant work is executed on the basis of Guidelines provided by the Client, which must be consistent with the up to date list of Service functions and must correspond to the chosen implementation variant. If the Client provides a custom Template design executed, such design is regarded as Guidelines.
9. In the event of a justified risk that the time budget will be exceeded at the implementation stage, after the receipt of the Guidelines, the Operator has the right to demand a change of the implementation variant or an adjustment of Guidelines to time limits of the chosen implementation version, a change of implementation variant, or charge Additional fee in the amount necessary to perform the task on the same terms as in the event of additional, individual service work.
10. 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 – Personal data protection and privacy policy

1. The processing of personal data provided by the Client during Activation is carried out on the basis of Article 6, paragraph 1, point (b) of the GDPR, for the purpose of providing the Service by the Operator and issuing accounting documents, as well as on the basis of consent expressed on the basis of Article 6, paragraph 1, point (a) of the GDPR on the processing of the Clients's personal data for marketing purposes.
2. On the basis of Article 6, paragraph 1, point (b) of the GDPR, the Operator processes Client's personal data in the form of profiling reservation services provided by the Client in the scope of customer service and marketing. The Operator does not make automated decisions concerning the Client on the basis of profiling referred to in Article 22, paragraph 1 and 4 of the GDPR.
3. The Administrator of the Client's personal data is the Operator, i.e. IAI S.A. with headquarters in Poland, Aleja Piastów 30, 71-064 Szczecin, +44 207 1931 010 Ext. 1, [office@iai-sa.com](mailto:office@iai-sa.com).
4. The Operator will store the Customer's personal data until the expiry of the limitation period for claims arising from the concluded contract or for the period required by separate regulations regarding tax and accounting obligations - depending on which period ends later. After this date, the Client's personal data will be processed by the Operator on the basis of Article. 6, paragraph 1, point (f) of the GDPR, i.e. with intend resulting from legitimate interests pursued by the Operator for the purposes of marketing campaigns.
5. The Client has the right to request from the Operator the access to their personal data, rectification, deletion or limitation of processing, as well as the right to object to the processing (also for marketing purposes, including profiling) and the right to data transfer.
6. If the processing of personal data by the Operator is based on the consent given by the Client referred to in Article 6, paragraph 1, point (a) of the GDPR, the Client has the right to withdraw consent at any time without affecting the legality of the processing, which was made on the basis of consent before its withdrawal.
7. The Client has the right to lodge a complaint to the supervisory body, which is the President of the Personal Data Protection Office.
8. Providing personal data by the Client is a contractual requirement and is voluntary, but necessary to complete the Service. Failure to provide personal data results in the refusal to provide the Service.
9. The Operator commits to comply with the secrecy related to the Client's data, including data of Shop's Clients, as well as not to disclose the data to unauthorized persons and to securely protect this information against access of any unauthorized persons. The Operator can not use this data for purposes other than those specified in §4, article 1 and 2 of the Terms and Conditions.
10. The Operator has the right to use the Client's information only in an aggregated manner that does not allow identification of the Client or the shop's Client, for the needs of reports.
11. The Operator has the right to publish the basic data of the Client (company name, address of the Site) on the list of references, unless the Client declares otherwise. At the request of the Client the Operator is obliged to remove the data from the list of references as soon as possible, with the exception of non-editable materials, in particular printed materials, which the Operator reserves the right to keep using.
12. Payment data of Clients referred to the Operator by Affiliate Partners (including Bronze Level Partners), shall be visible to the respective acquiring partner in order to make settlements under the affiliate program. Clients can choose not to make such data available to the acquiring Affiliate Partner by making a suitable statement in a Written Format, which will result in the partner no longer receiving the relevant commission.
13. If the Client switches on any of the dedicated Third Party integration via the Service, or sets up and manages external Third Party integration on their own, both the Client's and their customers' personal data is made available to Third Parties solely at the Client's risk. The purpose, mode and terms of processing of such data by a Third Party should be defined in a separate contract between the Client and the Third Party. The Operator is not responsible for consequences of provision of such data to a Third Party.
14. By using the Affiliate Partner External Services, the Client entrusts Affiliate Partners with the processing of the Shop's Client personal data in the scope and purpose necessary to perform the service, which obliges them to conclude an appropriate agreement with Affiliate Partners.
15. All data created as a result of use of the Services is regarded as the property of the Client. Such property does not cover:



- a. Rights to possess the software which makes up the IdoSell Shop Service.
  - b. Any elements of the Service within a different scope than the exported data.
  - c. Data structures other than those contained in the exported data.
  - d. Data which could not be exported independently at the moment when the Service was ordered, in particular information which requires the Operator to create custom software in order to be exported.
16. In the event that a test page is displayed in relation to planned maintenance, a breakdown or blocking of the shop, Clients agree that their Billing Data can be displayed.
  17. The Operator undertakes to comply with the privacy policy published on the Operator's Website.
  18. More current information on the protection of personal data, including the information obligations required by the GDPR, can be found in the privacy and security policy of IAI S.A. in the "Information compliant with the GDPR" tab available on the Operator's website.

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

1. The Client declares to be the administrator of the personal data of Clients of shops supported within the Service, as well as personal data of the Client's employees, associates and contractors which is disclosed to the Operator to ensure the provision of the Service and the data is processed in accordance with applicable law.
2. By expressing consent for provision the Service and accepting these Terms and Conditions, the Client entrusts the Operator with processing personal data of their Clients, employees, co-workers and contractors who operate on the basis of the Software used as part of the Service, as well as the personal data of their employees, associates and contractors shared with the Operator to ensure the provision of the Service for its duration and in the scope of storage, preservation, processing and sharing.
3. The Customer's consent for provision of the Service and acceptance of these Terms and Conditions constitute a documented order referred to in Article 28, paragraph 3, point (a) of the GDPR.
4. The Operator commits to process the personal data provided to him in the above-mentioned scope in accordance with the law and security regulations and the privacy policy referred to in §4 of the Terms and Conditions, so that the processing protects the rights of data subjects.
5. The Operator obliges to take all measures required under Article 32 of the GDPR, i.e. taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing, as well as the risk of violating the rights or freedoms of natural persons with different probability of occurrence and threat weight, the Operator will implement appropriate technical and organizational measures to ensure the security level corresponding to this risk.
6. The Operator ensures that the personal data entrusted to him will be disclosed only to individuals authorized to process personal data, who will be obliged to keep it confidential.
7. The Client expresses general consent for the Operator to use services of other processors. The Operator commits to inform the Client about any intended changes regarding the addition or replacement of other processors, thus, giving the Client the opportunity to object to such changes within 7 days from the date of notification. If the Customer objects, §7, paragraph 5 is applicable.
8. If the Operator uses services of another processing entity to perform specific processing operations on the Client's behalf, the processing entity is obliged - under a contract or other legal act subject to the European Union law or the law of a Member State - to obey the same data protection regulations as in the contract or other legal act between the Client and the Operator referred to in this chapter of the Terms and Conditions, in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing complies with the requirements of this regulation. If this other processor fails to fulfil its data protection obligations, the Operator bears full responsibility towards the Client for the fulfilment of the obligations of this other processor - limited to the amount of a 1-month Subscription Fee. In the event of damage exceeding the 1-month Subscription Fee, the Client may claim supplementary compensation on general terms.
9. Taking into account the nature of the processing, the Operator, as far as possible, commits to assist the Client, by means of appropriate technical and organizational measures, to comply with the obligation to respond to the requests of the data subject, in the exercise of its rights set out in Chapter III of GDPR, and



to fulfil the obligations set out in Article 32-36 of the GDPR.

10. After completing the provision of the Service, the Operator, depending on the Customer's decision, deletes or returns any personal data to the Client and removes all existing copies, unless European Union law or Polish law requires the storage of personal data.
11. The Operator provides the Client with all information necessary to demonstrate compliance with the obligations for the lawful processing of personal data and enables the Client or the auditor authorized by the Client to carry out audits, including inspections, and contributes to them.
12. The Operator will also make available to the Customer, upon request, the Personal Data Protection Policy (in parts relevant for the Client) in order to demonstrate that the Operator fulfills obligations under these Terms and Conditions.
13. The Customer requests to conduct an audit at the Operator or review the Data Protection Policy to the Operator's Data Protection Inspector.
14. After receiving the request by the Operator, the Operator and the Client will discuss and agree in advance upon: (i) the date (s) of the Data Protection Policy review as well as the security and confidentiality principles applicable to each review of the data protection policy; (ii) the reasonable start date, scope and duration and security and confidentiality conditions applicable to each audit.
15. The Operator may charge a fee (based on reasonable Operator's costs) for each review of the Data Protection Policy and / or audit. The Operator will provide the Client with additional details of any applicable fees and the basis for their calculation, before such a review or audit. The Client will be responsible for all fees charged by the auditor appointed by the Client in order to perform such an audit.
16. The Operator may submit in writing objections to the auditor appointed by the Client to conduct the audit, if the auditor is not, in the reasonable opinion of the Operator, suitably qualified or independent, is related to the competition of the Operator or otherwise clearly inappropriate. All such reservations on the part of the Operator will require the Client to appoint another auditor or carry out the audit himself.
17. The Operator immediately informs the Client if, in his opinion, the instruction given by the Client constitutes an infringement of the GDPR or other provisions of the European Union or Polish law on data protection.
18. The Operator is liable towards the Clients for damages caused by the processing of entrusted personal data of the Client only when the Operator has not fulfilled the obligations that the GDPR imposes directly on him, or if he acted outside the lawful instructions of the Client or contrary to these instructions. The Operator is liable to the amount of a 1-month Subscription Fee. In the case of damage exceeding the amount of 1-month Subscription fee, the Client may claim supplementary compensation on general terms.
19. The provisions of §4, paragraph 12 apply accordingly.

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

1. The Operator shall issue a VAT invoice in the Settlement Currency within 7 days from the date of the receipt of a payment which increased the Balance.
2. The date when a transfer is credited to the Operator's Account is regarded as the date of payment.
3. The Operator credits the Client's Balance with payments received to the Operator's Account. Any additional charges or commissions related to processing the payment will be borne by the Client:
  - a. In the event that the Client makes payment in a currency 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 payment clearance. The Operator is not responsible for the exchange rate at which the payment was converted.
  - b. If a payment handling fee is charged to the Operator's Account, it may be deducted from the Client's Balance.
  - c. At the request of the Client the Operator shall provide access to a statement from the Operator's Account to prove all additional charges and commissions.
  - d. If Clients do not comply with guidelines provided in the Reports and Finances section of the Administration Panel, in particular if they do not comply with the suggested title and method of



- payment, the Operator is not responsible for errors or delays in clearance of payments.
- e. In the event of a payment with erroneous or incomplete description which makes its identification difficult or impossible, the Operator reserves the right to keep the payment until the identity of the Client is established and, if suitable, to make a back payment into the account of the sender, less the cost of the handling fee in the amount that corresponds to the cost of the operation.
4. If the Client's Minimum Balance is negative:
    - a. The Operator issues a pro-forma invoice at the start of each new settlement period, which the Client is obliged to settle within the time period indicated in the invoice. The Balance will not increase until a settlement is made. An invoice, or pro-forma invoice is issued for the amount equalling the difference between zero and the Client balance level at the end of the last billing period, increased by applicable subscription fees from the new billing period. Invoices and pro-forma invoices are issued only for positive amounts.
    - b. If after 3 days exceeding the VAT or pro forma invoice payment due date, the payment is not settled, the Client may be restricted from using the Administration Panel.
    - c. After the next 4 days (from the situation described in the above point) without making a payment, all Templates operating in a given Administration Panel may be blocked.
    - d. After 30 days without making a payment, exceeding the VAT or pro forma invoice payment due date, the Operator may apply the procedure as in case of delay with payment by more than 30 days described in §6 point 6.
    - e. After 60 days exceeding the VAT or pro forma invoice payment due date, without the payment, the Operator may understand that the Client resigns from the services provided by the Operator, however in such a situation the last day of the indicated period is considered as the day of ending 60 days after the Client reaches the minimum balance. The Client is charged with a fee for blocking access as a result of arrears in payments in accordance with the Price List.
    - f. 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). The total number of days of the delay is equal to the difference between the payment deadline and the date of a full payment being received. Unless the parties agree otherwise, partial payment of the invoice shall not decrease the number of days of delay.
  5. If the Client's Balance is positive and exceeds the value of fees charged during the termination period, the Client has the right to apply for a return of the surplus:
    - a. The application to return the Balance surplus has to be made within 60 days from the moment of termination of provision of the Service, however, not earlier than on the day of its termination, always in a Written Format. A handling fee, defined in the Price list, is charged when processing the return.
    - b. A return can be made only to a bank account within the SEPA banking system or accounts in other payment systems which are used by the Operator. Commissions charged by Banks and other transaction systems shall always be charged to the Client.
    - c. A return takes place in an agreed way and on the day agreed by the parties, within 14 day from a Correction VAT Invoice correctly signed by the Client being received by the Operator.
    - d. An application for the return may not relate to any work or tasks which cost had been accepted by the client, had been started and not finished by the moment of termination of the Service. Any additional payments for such tasks shall not be returned.
  6. VAT Invoices are issued in an electronic format, without a signature and sent by EDI accessible via CSC.
  7. The Operator declares that the exchange of electronic data meets the standards of the European EDI model described in article 1 of the 19th October 2004 European Commission Recommendation no. 1994/820/EC related to legal aspects of exchange of electronic data (the Official Journal UE L 338 of 28th December 1994). The procedures applied guarantee the authenticity of origin and data integrity. Paper copies of invoices shall be issued when ordered via the Administration Panel and their dispatch will be connected with a handling in accordance to the Price list.
  8. Unless the Operator and the Client agree otherwise, the Minimum Balance is:
    - a. An amount lesser than zero for Clients whose business is registered within the territory of Poland, who provided a written Contract (CL\3) and subscribe to a Service Fee different than CLOUD or





- Smart CLOUD. The actual amount is determined via a Ticket.
- b. Zero for Clients who subscribe to the CLOUD and Smart CLOUD
  - c. An amount greater than zero which corresponds to the monthly Subscription Fee and any Additional fees for Clients who subscribe to a Subscription Fee other than CLOUD, who did not provide a written Contract (CL\3) or whose business is not registered within the territory of Poland.
9. Balance is decreased by:
- a. Recurring fees which are charged at the start of each settlement period.
  - b. Agreed upon costs of additional tasks.
  - c. Cost of license keys or subscription fees for paid Supporting Applications.
  - d. Additional charges for exceeding the Traffic Limits in accordance to the Price list.
  - e. Any Additional fee charged in accordance to the Price list.
10. Balance is increased by:
- a. Payments credited.
  - b. Gifts received or reimbursements after valid Client complaints.
  - c. Difference between the actual cost of a paid additional task and the initially agreed upon cost, if the task was completed in less time than initially planned.
11. If the Minimum Balance is reached, the Operator has the right to refuse to perform the Service including displaying the layout or accepting further service works until the balance is increased above the minimum Balance level or the new Minimum Balance is established. This situation also applies when one customer 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 next 4 days without making a payment from the moment described above, all shop templates active in a given Administration Panel may be blocked.
  - c. 30 days after the Minimum Balance is reached 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 point 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. In this case, the Contract termination date is the last day of the described 60-day period. The Client is charged with an appropriate fee for removal and archiving of administration panel as a result of late payments, in accordance with the Price List
  - e. For fixed-term Contracts, 60 days after the Minimum Balance is reached and no payment has been made by the Client, the Operator may deem the Client to have requested the Contract to be terminated and apply charges in accordance with §7 item 1c.
12. If the Client has funds accumulated in the CSC, the Operator has the right to automatically transfer such funds to the Balance:
- a. Some or all funds in order to avoid the blocking of the Service
  - b. All funds when the Contract is terminated.
13. The Operator indicates an appropriate Operator's Account for each Settlement Currency.

## **§6 – Changes to the contract and terms**

1. The C/L/3 form allows the Client to specify the type of Contract, which can be either open-ended or fixed term.
  - a. When new versions of the Contract and Price list are published, they are in effect indefinitely, or until subsequent new versions are published. If the Client does not provide via CSC or supply a signed physical copy of the Contract, it is assumed that an open-ended Contract was made. The Terms and Conditions are an integral part of the Contract and bind all parties of the Contract starting on the day of it taking effect (§2 item 3), throughout the entire period of it being in effect. The Operator reserves the right to make changes, when provisions of the Terms and Conditions allow for that or the changes are required by a serious reason indicated in the Terms and Conditions, e.g. an obligation to adjust the content of the Terms and Conditions. A publication in the IAI Blog system is regarded as an effective



- notification of a change in the Terms and Conditions and in the Price list.
- b. A fixed term Contract is in effect over a period of 2 years, or 24 settlement periods, counted from the first day of the month subsequent to the month of Service activation.
  - c. After the term of a fixed term Contract elapses, it is automatically converted to an open-ended Contract, unless the Client instructs the Operator not to extend it, in a Written Format.
  - d. The Contract rights can be ceded as long as the party receiving the rights agrees to all provisions of the Contract. The cession must take place in a Written Format and must be authorized by the Operator.
2. The Operator shall inform the Client of any changes in the Terms and Conditions, the Price list, and of new elements of the Service or of any modifications to the existing Service functionality which are deemed important by the Operator, on the main page of the Administration Panel, via the IAI Blog system.
  3. The Operator has the right to make necessary changes in the Terms and Conditions and in the Price list during the term of the Contract:
    - a. The Client will be informed of a planned change in the Terms and Conditions or in the Price list at least one Settlement period prior to the change being made.
    - b. The Client has the right to refuse to accept new Terms and Conditions and the Price list. Lack of acceptance is equivalent to termination of the Contract on general terms, counted from the day of the receipt of the refusal in a Written Format.
      - a. Clients with an open-ended Contract have the right to opt for either a 2 or 3 month termination period, which goes into effect at the end of the month. In the case that neither option is specified by the Client, the 3 month termination period is assumed.
      - b. The termination period for Clients with a fixed term contract is described in §7.1 c and d.
    - c. If a notification of termination of the contract is submitted before the new Price List and new Terms and Conditions become effective, if this is clearly indicated by the Client, the Terms and Conditions and the Price List effective on the day of submission of the notification shall apply.
    - d. The Operator shall not be obliged to refrain from updating the Service's functionality during the Termination Period, unless such activity makes it impossible for the Client to conduct internet sales.
    - e. The Operator shall not be obliged to refrain from updating the Service's functionality, which relates to integration with Third Party services, during the Termination Period.
  4. Clients can change, or commission changes to Service parameters in the Administration Panel.
  5. If a payment delay exceeds 30 days and the Client uses the Subscription plan with a a dedicated server or a virtual dedicated server, the Operator has the right to make a decision to transfer the shop at the expense of the Client, according to the Price list, to a Shared Server, and decrease the Subscription plan to the CLOUD variant. Any new request for migration to a virtual dedicated server shall be executed exclusively through a migration to an indicated DEDICATED CLOUD Subscription plan on general terms.
  6. The Operator has the right to charge Additional fees in the amount consistent with the Price list when additional services were ordered via the Administration Panel or automatically when:
    - a. The limit of the service related to the free Traffic Limit or the quantity of products has been exceeded.
    - b. The shop was removed as a result of termination of the Contract due to unpaid liabilities.
    - c. The Client did not meet the termination deadline.
    - d. The payment deadline for an invoice has been exceeded in accordance to §5 item 4.c.
    - e. When additional recurring services are ordered, the Operator may assume that the Client expects such services to be maintained cyclically. If the Client does not notify at least 3 weeks prior to the end of a settlement period of their willingness to resign from the service, the Operator extends validity of the service by one settlement period.
  7. At the request of the Client the Operator changes the Client's Subscription plan; in such case:
    - a. The unused amount of the old Service Fee calculated proportionally to the number of days that remained till the end of a given settlement period counting from the day when Subscription plan was changed shall be returned to the Balance. New Service Fee will be charged to the Balance after being calculated proportionally to the number of days that remained until the end of a given settlement period from the day when the change took place.
    - b. Additional Fees are calculated in accordance to the Service Plan which was in effect at the time the



Additional Fees were charged.

- c. Change of the Subscription Plan between Smart CLOUD and CLOUD is carried out on the first day of the next Settlement Period after the Client wishes to make such changes.
- d. When changing the Smart CLOUD Annual Plan into one of the DEDICATED CLOUD Subscription Plans, the Operator is not obliged to make any refunds to the Customer Balance for Subscription Fees, commissions or Activation Fees.

The first year of using the Smart CLOUD Subscription plan and the Smart CLOUD Annual Plan is counted continuously from the Activation and it is not affected by changing to any direction of the Subscription Plans.

8. If the Operator provides the Client with more than one Price list to choose from:
  - a. The Client may change the Price list effective via the CSC.
  - b. Each Price list has a different Settlement Currency assigned to it.
  - c. If the Client changes the Price list, the Settlement Currency is changed as well.
9. The Client may not change the Settlement Currency without a change of the Price list.
10. If the Client changes the Settlement Currency and the Balance is positive:
  - a. The Client indicates whether the Operator is to return the surplus of the Balance on general terms or to convert the currencies.
  - b. At the moment of conversion of the Settlement Currency, the Balance in the previous Settlement Currency is reset.
  - c. If the Client, in accordance with §6 item 10.a, requests that the balance surplus be converted, within 5 working days the Operator shall calculate the value of the Balance in the previous Settlement Currency and shall convert it into a new Settlement Currency, at the exchange rate of the National Bank of Poland on the day of the conversion, and shall credit the new Settlement Currency Balance.
  - d. The Client may not apply, in accordance with §5 item 5, for a return of a surplus Balance which results from a conversion described in §6 item 10.b.
11. Clients may not change the Settlement Currency if the Balance is negative, or if they are on a fixed term Contract.

## **§7 – Contract termination**

1. Contract can be terminated by:
  - a. The Client, if it is an open-ended Contract, by adhering to the 2 month, or longer, termination period requirement.
  - b. The Operator, with a 3 month termination period, effective from the end of the current settlement period.
  - c. A fixed term Contract cannot be explicitly terminated by the Client. If the Client requests the Contract to be terminated prematurely, the Operator removes the Client's access to the Service, while keeping it operational and ready for resumption for the entire period of the fixed term Contract, which includes server resources, software updates and readiness to provide technical support. In this case, the Client is issued with an invoice for the sum of Subscription fees applicable from the date of access removal, to the end of the Contract term, and is obliged to settle it within the period indicated on the invoice. The applicable amount will be calculated based on the CLOUD Subscription plan if the Client used the CLOUD or DEDICATED CLOUD Subscription plans or Smart CLOUD, if the Customer used this Plan, according to the prices offered by the Operator at the time of charging.
  - d. In the event that the termination period requirement is not adhered to, the responsible party will pay a fine in the amount equivalent to the highest Service Fee with the Commission added applicable during the Contract period, for each month of the required termination period.
2. Contract termination must be delivered to the other party's official address in a Written Format, otherwise it will be considered null and void.
3. During the period of notification and two months before, the Client may not change the Subscription plan to a lower one. The Client shall be charged in full for all Additional tasks ordered. If any Additional tasks are not finished before the end of the termination period, they will be treated as completed during the last month of the termination period. In the event of the Subscription plan being downgraded within 2 months before the start of the termination period, the Operator may charge a surcharge, as if the Client



- paid for the higher Subscriptionlan.
4. Clients are obliged to provide correct billing data during the whole term of the Contract. If Clients change their billing data, they are obliged to notify the Operator using a Ticket and to provide a copy of company registration documents which confirm the change.
  5. Providing false billing data, data which is not up to date for at least 2 settlement periods after data is changed, lack of notification about a cession of rights for at least 1 settlement period after the transfer of ownership of an Administration Panel or company closure, in particular, conducting sales without having a company and by the same infringement of provisions of the Terms and Conditions, as well as express objection defined in § 4a paragraph 7 of the Terms and Conditions authorize the Operator to cease provision of the Service and terminate the Contract with immediate effect, without adhering to the termination period requirement, at the fault of the Client.
  6. The Operator reserves the right to terminate the Contract with immediate effect, without adhering to the termination period requirement, at the fault of the Client if:
    - a. Provisions of the Terms and Conditions are infringed by the Client in a flagrant manner.
    - b. Laws and regulations effective in Poland or in another country where the Client's sales takes place are flagrantly infringed, including the Client selling products illegally, selling stolen products, sending out spam.
    - c. The Service is used contrary to its designation or the Client acts intentionally to cause damage to the Operator.
  7. If the Contract is terminated as a result of circumstances described in §7 item 5 or §7 item 6, and the Balance is positive, the Operator is not obliged to return the available funds to the Client and the Balance shall be charged with a penalty fee as a form of compensation for inadequate fulfillment of obligations for unused period during which the Service would have been performed by the Operator, if the Client had fulfilled their obligations adequately.
  8. After termination of the Contract the Operator reserves the right not to archive any data and to refuse to generate any data except copies of invoices relating to charges for the Service. The Operator has the right to delete all information at their own discretion, 6 months from the date of termination of the Contract or 14 days from the receipt of request from the Client in a Written Format.
  9. During the termination period, if the termination request was filed by the Client, the Client has the right to cancel the request and resume using the Service as normal. If the termination request was filed as a result of events described in §6 item 4.b, canceling the request equates to the updated Terms and Conditions and Price list being accepted by the Client.
    - a. If the Client was on a fixed term Contract, funds equivalent to the amount they paid for terminating the Contract, from the moment of restoring access to the end of the Contract term, will be returned to their Balance.

#### **§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 continuous and uninterrupted manner, unless provisions of the Terms and Conditions were infringed and the Contract was terminated.
2. If it is necessary to temporarily disconnect access to certain elements of the Service, as far as it is possible the Operator is obliged to inform Clients of it in advance.
3. The Operator does not maintain Services being used inconsistently with their intended designation.
4. The Operator can change the Client's Subscription Plan if
  - a. Amount of surcharges on the CLOUD Subscription Plan or the Smart CLOUD Subscription plan is unfavorable for the Client and the Client should use one of the DEDICATED CLOUD Subscription Plans instead.
  - b. Recommended monthly order number has been exceeded and the virtual dedicated server is overloaded or its load causes visible slowdown in the Client's shop. In such case, the Operator is obliged to first test the proper performance of the virtual dedicated server.
  - c. Current Subscription plan is no longer available in the Operator offer and its use by the Client is unfavorable for the Client or the dedicated server if overloaded, or its load causes visible slowdown in



the Client shop.

5. The Operator reserves the right to reject a Client's request for migration to a lower Subscription plan if the Service, after such migration, may not work correctly or its performance will be visibly slower.
6. If the Transfer Limit, or the quantity of products are exceeded during a Settlement period, an additional fee shall be charged in accordance with the Price list. The total number of products in a Settlement period means a total number of non-deleted products.
7. The moment the Service is terminated, all recurring and additional services, and Supporting Applications operating within the same domain are deactivated, regardless of the how long the service fee was paid for.
8. Service fees and additional fees are charged to all shops in one panel combined. Activation fee is charged upon activation of the first shop. Upon activation of subsequent shop an activation fees fare charged in accordance with the Price list.
9. Service fee covers exclusively the remuneration for the usage of the Service. It does not cover costs related to obtaining access to the Service, telecommunication charges, purchase of hardware or software for the use of the Service, purchase of a custom domain, design of websites or configuration of a computer system in the Client's office.
10. Commission on turnover in the Smart CLOUD Subscription plan is calculated:
  - a. In arrears, at the end of a given Settlement Period.
  - b. After exceeding the Subscription Fee in a given Settlement Period, if the value of the commission in a given Settlement Period is lower than the Subscription Fee, then the commission is included in the fee.
  - c. Only for orders which purchasing process took place through the store's website. The commission does not calculate the turnover from orders added by the API, manually through the Panel, marketplaces, and auction websites.
  - d. In total, for orders placed in a given Settlement Period in all currencies in the Panel irrespective of their execution status. The value of orders in currencies other than PLN is converted into PLN at the average NBP exchange rate on the last day of the Settlement Period. If a false or test order commission is included in the invoice settlement, the Customer may apply for a refund for the Balance as part of the standard complaint procedure described in Terms and Conditions.
11. Usage of selected Supporting Applications requires a valid license key:
  - a. Purchasing a Supporting Application license key guarantees that the applicable terms and conditions will not change during the entire period of its validity. This also applies in a situation where a license key is provided free of charge. Utilizing a Supporting Application subscription guarantees that the applicable terms and conditions will not change during the entire Billing Period of the subscription. This also applies in a situation where a Supporting Application is provided free of charge.
  - b. The Operator is not obligated to extend license key validity in a case where the relevant Support Application is no longer supported. License keys cease being valid once the Service is no longer provided.
  - c. Every Client has the right to a thirty day Supporting Application test period for Applications provided in the subscription model. During this period, no charges are applied for Application usage. The test period is non-divisible and can be used only once, prior to the first proper subscription period.
  - d. Ordering a Supporting Application starts a subscription, the first 30 days of which are free. The Client may, at any time, explicitly end a subscription in the Administration Panel. If a subscription is canceled during the test period, no charges are made to the Client's account.
  - e. The minimum period of paid usage of a Supporting Application is one Billing Period. All charges are calculated according to the Price List in the same form as recurring charges, at the start of each Billing Period.
  - f. The Operator assumes that the Client requires recurring usage of Supporting Applications. If the Client does not explicitly cancel an active Supporting Application prior to the end of the current Billing Period, the Operator will renew the Application for the subsequent Billing Period.
  - g. If the Client cancels a Supporting Application during a Billing Period, the charge for this Billing Period is calculated proportionally to the time the Application was used by the Client.
  - h. The Operator is not obligated to renew a subscription in case a Supporting Application is no longer



- supported.
- i. Subscriptions cease being valid once the Service is no longer provided.
12. The Operator may provide additional services regulated by separate Terms & Conditions, or the Operator's website. Those services can be activated by the Client.
- a. Complaints related to such services shall be handled according to regulations outlined in these Terms & Conditions, unless individual service Terms & Conditions or informations on the Operator's website state otherwise.
  - b. Additional services may be run on behalf of the Client with the assumption of a predefined minimum period of using these services. In the event the Client resigns from such a service before the minimum period has elapsed, the Operator has the right to charge the Client a compensatory payment on the terms applicable under the given additional service.
  - c. The Operator has the right to limit or exclude Clients access to the services described in this section of the Regulations without giving a reason.
  - d. Services offered as part of this model are:
    - a. IAI Accounts
    - b. IAI Ads
13. If the Client uses online card payments, they are not allowed to process, purchase or sell any payment card details. Throughout the whole period of using the Service, the Client must not use payment data for any purpose other than to accept payments for products, services, or access to content the Client makes available using the Service. The above obligation applies also to all persons linked to the Client.
14. The Operator is obliged to provide the Client with necessary information for correct use of the Service and to provide technical support:
- a. Technical support is available in at least one language.
  - b. The Operator provides technical support only in languages offered in the Price list.
  - c. At determined hours, under the scope of standard technical support, the Operator also offers a helpline accessible via a landline phone number. If the discussed issue requires documentation or transfer of data, the Operator may refuse to solve the issue by phone and direct the Client to make contact via Tickets in the CSC.
  - d. Tickets are the base form of technical support. The Operator is obliged to receive calls via Tickets 24 hours a day and to answer them as quickly as possible, on the same terms for all Clients.
  - e. The Operator has the right to charge a fee for training, in training locations indicated in the Price list, for each commenced hour of training and to limit the duration of such training in accordance with the Price list.
  - f. The Operator has the right to charge a fee for training outside the Operator's head office in an arbitrary way including transportation costs, daily allowance and accommodation of the trainer delegated for the training.
  - g. The Operator has the right to refuse to carry out training outside the head office without any justification.
  - h. The Operator has the right to refuse to provide technical support, 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 until the time when the Operator notes a considerable improvement in communication.
  - i. The Operator has the right to refuse to provide technical support for an integrated Third Party service, if the Operator makes it possible for the Client to download integration data (e.g. transfer records) and this service was integrated in accordance with delivered technical documentation which was made available by the provider of the service. In such event the Client should contact the Third Party who provides integrated services for technical support.
  - j. The Operator has the right to refuse to provide technical support for any functionality of the Service which is marked as 'end of life', if such notice was present in the Service function for longer than 30 days.



15. In order to make consulting with Clients 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 at the Operator's discretion.
  - b. Phone consultancy is free of charge.
  - c. The cost of the telephone connection is borne by the Client. The Operator is not obliged to phone the Client in order to provide technical support.
  - d. The Consultant answering the phone call has the right to refuse to accept the notification of a defect, an order for additional tasks or changes in parameters of the Service. Such notifications should be sent exclusively via Tickets.
  - e. The Consultant answering the 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 Consultant answering 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. Clients use all data, information and software obtained when using the Service at their own risk.
16. Tickets available via the CSC form the basis of communication between the Client and the Operator. All parties are bound to regularly check, read and reply to Tickets. All provisions or agreements made through Tickets have a similar character to letters sent by mail, except for the situation described in §7 item 2.
17. If the Operator makes it possible to create Critical Tickets, he has the right to define in the Ticket system a closed, precise set of issues which can be reported this way. If the Client submits a Critical Ticket related to an issue outside the scope defined by the Operator, the Operator has the right to charge an additional fee for each notification of this type in accordance with the Price list and to examine the Ticket further in general way. In particular, Critical Tickets may be reported exclusively if:
  - a. The domain was registered correctly but the Site does not load at all or it is noticeable that the server does not work correctly for more than 15 minutes.
  - b. It is impossible to log in to the administration panel as a result of a breakdown of the system or of the database for more than 15 minutes.
  - c. The server is extremely slow for more than 15 minutes.
18. The parties of the Contract agree that provision of access to the Ticket system means authorization by the Operator and the Client of persons who on their behalf make contact using Tickets. The parties shall take care that each person to whom authorization is granted has an independent account in the Administration Panel which will allow for their identification by their first name and surname and they will keep the password they received secret. Authorization is withdrawn by the removal of an account from the Administration Panel.
19. The Client has the right to order Additional tasks to be performed by the Operator 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 requirements many times, the Operator may increase the time necessary for execution of the task by a quantity adequate to the changes that were made.
  - c. If the Client does not maintain correspondence with the Operator in relation to matters important for execution of the task for more than 30 days, if the task is paid for on the basis of work-hours, the Operator has the right to close the task and charge an amount in proportion to time actually spent on the task. If the Client wants to execute the task again, the task will be executed on general terms. If the task is paid for as a complete task, the Operator has the right to regard the task as completed.
  - d. The agreed scope of work influences time required to execute the order. If the Client modifies the scope of work, the Operator has the right to change the value of the fee and the deadline for completion of the task, or not to execute the task. If the Client refuses to accept the changed price and deadline, the Operator shall complete the order on the basis of the original scope and schedule.
  - e. The Operator is responsible for the validity and performance of Additional task deliverables in the same way as for the Service. The Operator shall remove potential technical defects, at own expense



- and within the shortest time possible.
- f. Deadlines for completion of tasks provided by the Operator are for information purposes only and cannot be subjects of complaints. If the planned deadline of completion of a task is considerably exceeded, the Client may withdraw from the order which shall not have any impact on other obligations which result from the Service.
  - g. If it is necessary to test and document any additional functionality, in particular applications created as a result of an order from the Client, time for testing and preparation of manuals or documentation shall be included in paid time of execution of the task.
20. Clients are required to pre-approve the cost of all paid Additional tasks.
- a. The Client may indicate persons who will be authorized to accept such tasks. Authorization to accept tasks means award of a special power of attorney by the Client. The power of attorney may be withdrawn by a withdrawal of such authorization in the Administration Panel.
  - b. If the task is executed correctly and in accordance with the agreed scope, acceptance of the cost of execution of the task removes all possibilities of complaints related to the costs of task execution.
  - c. If execution of the task requires, in a justified way, a cost that is higher than the initially accepted cost, the Client shall accept the new, higher cost of execution. If the Client rejects the cost, the task's execution shall be suspended and only the fee which had been initially accepted shall be charged. A task with execution time that was impossible to estimate at the beginning because of untypical scope of work or unforeseen technical problems which appeared during execution of the task shall be regarded as a task with a justified higher cost. The Operator does not regard visible or hidden defects which result from incorrect execution of the task as a justified higher cost.
  - d. When evaluating the scope of work, the Operator provides time and cost estimation in good faith, considering known and foreseeable circumstances. The Operator is not responsible for an extension of time of execution of a task and simultaneous increase of its cost, if the original scope of work was difficult to estimate because of very high complexity, innovativeness and uniqueness of the task. In such situation, the Operator may reduce the scope of the task in order to fit in the planned budget, e.g. by omitting less important but expensive details. If completing the task in its reduced form is not possible and the Client does not agree for payment of an additional cost, the Operator may resign from execution of the work and return the advanced payment received for the task to the Balance of the Client.
21. If the Client, as part of the Service, uses the Individual Application mechanism in the Panel, then:
- a. These applications are made after the commission, according to specifications and under the supervision of the Client in the time & material model. This means that the application can not be secured against all possible situations, which results from the adjustment of the scope of the order to the designated budget, and possible further improvements would cause higher costs. The operator may indicate possible areas for improvement, but the final decision in this regard belongs to the Client.
  - b. Their implementation and use takes place with the exclusion of the Operator's liability.
  - c. The Operator is liable for any errors and damages up to the amount of the last task, which introduced a change to the Individual Application, and in the case of the first version to the value of the first task. At the same time, the Operator's liability does not include lost profits.
  - d. In particular, the Client is obliged to test the Individual Application in the panel in terms of data security and compliance with the legal requirements, also in the context of the GDPR.
  - e. The risk and responsibility for lost or damaged data as a result of malfunctioning of the Individual Application in the panel is borne by the Client, whose responsibilities include designing, implementation and maintenance of the Individual Application in the panel ensuring a high level of security and compliance with the Privacy by Design rules of GDPR.
  - f. If the Operator determines beyond reasonable doubt that the individual application in the panel works to the detriment of one or more Clients, for example due to faulty security and the risk of loss or destruction of the Client's data or due to a very large infrastructure load, the Operator has the right to disable such application and at the same time notify the Client about the reasons for this behavior.
22. The Operator has the right to place a text or a graphic with information on the logotype and the name of the Service, in the shop Template and on auctions made with the use of the Service. It shall be presented as





- a balanced and unobtrusive static text or a graphic with a reference to the Operator's website. Additionally, the Operator may include the name of the Service on the documents and files generated by the Service
- a. The Operator has the right to refuse, without justification, any request to change or replace such element, if it is a standard element.
  - b. The Operator allows hiding such elements by purchasing the 'White Label' service, charged in accordance with the Price list.
  - c. If at least one such element is hidden, removed or changed by the Client in the process editing the shop Template, the Operator may charge back for this period as if the Client purchased the "White-Label" service.
  - d. The Operator has the right to place an additional Information Site in the shop Template, related to Operator's services, with references to the Operator's website. The Operator has the right to refuse, without justification, any request to change or replace the Information site, if this is a standard site, used in all shop Templates.
23. The Operator offers chosen services from the Price list in Express Mode:
- a. Express Mode means that the task will be commenced within at most 4 days from the moment of its approval and will be executed as promptly as possible. The Operator shall always first execute tasks in Express Mode.
  - b. The Operator has the right to refuse to execute a task in Express Mode, if the total amount of tasks ordered in Express Mode by all clients does not allow for execution of the task on time.
24. If the Operator integrates the Service with services of Third Parties, he determines the scope of functionality and may modify the scope of the integration.
- a. The Operator shall inform the client of any changes to functionality of the integration module as early as possible.
  - b. The Operator is not obliged to inform the Client of changes earlier than one Settlement Period before they take place.
  - c. In justified cases, e.g. when the service of a Third Party is modified, it is possible to make changes within the integration module without earlier notification.
25. The Operator has the right to organize integration with services of Third parties in the way which will allow transfer of payment for use of their services. If the Operator charged a payment for the use of a service of a Third Party:
- a. The Operator shall make settlement with the provider of an integrated service personally.
  - b. The fee that has been charged satisfies all costs of use of the service and the Operator personally settles such costs with the provider.
  - c. The fee that has been charged is visible in the Balance and is included in the invoice on general terms.
26. Clients use integrated services of Third Parties at their own risk, in particular:
- a. They should contact the Third Party before the integration is enabled, unless information provided on the Third Party's website states otherwise.
  - b. They should always check whether the course of the integration was correct.
  - c. In the event of a breakdown they should provide the Operator with all information necessary for verification, including data saved on a disk or transferred, where possible.
27. In order to allow use of Affiliate Partner External Services (ES) in a similar way to use of the Service:
- a. In order to activate or deactivate ES, the Client or AP needs to submit a ticket to the Operator who, having their best interest in mind, enables and disables ES on behalf of the Client or AP. Enabling ES allows the AP to view the Client's balance (without the balance history) and charge it until the service is disabled by the Operator.
  - b. Payments for ES are taken directly from the Balance. Clients allow for debiting of the Balance by an Affiliate Partner during the period from the issuance of the permission until its revocation.
  - c. In order to make operations on the Balance possible, Clients agree for ES to debit their Balance and allows ES to inspect their Balance status without the right to access Balance history.
  - d. The scope of work is determined by ES and the Client is obliged to get acquainted with its description



- before the order.
- e. The Operator provides communication with ES via Tickets. The Operator guarantees support in the process of arrangements with ES only in relation to issues submitted via Tickets.
  - f. The Client is not obliged to make any other payments for use of ES outside of the Balance.
  - g. Costs of use of ES are visible in the Balance and on the invoice from the Operator.
  - h. If ES requires that a contract should be signed, its transfer should be made by both parties in a form of a Ticket. A contract signed this way shall be honoured by ES, the Client and the Operator.
28. The Operator may proceed with activities restricting the Service functionality in order to secure a proper performance of the Key functions.
- a. If the Server is overloaded, making it impossible to view the site or slowing it down considerably, the Operator has the right without a prior warning, to temporarily, automatically block of non-key functionality of the Service, in particular to temporarily limit API access or access of other functions which require a lot of processing power, so that the Service can handle tasks related to the operation of Key functions.
  - b. If the Client uses a shared server, the Operator may introduce limits of frequency in downloading and generating information, sending emails, etc. The limits are clearly defined on the Operator's website.
29. Technical support packages include only help with the handling of available tools. The Operator may expect Additional tasks to be commissioned if the Client inquires about:
- a. Checking and debugging of the Client's programs which use the Service's API, as well as giving detailed advice and training regarding the usage of the API, which exceeds the scope of documentation available on the Operator's website.
  - b. Checking and debugging HTML, JavaScript and CSS or validating translated texts, created and added by the Client, as add-ons to the Template designed by the Operator, or during the process of editing the Template's code by the Client.
  - c. API usage, including verification of the performance of programs used by the Client, designed by the Client or by a Third Party.
  - d. Outdated Supporting Applications, for which a new version has been available for over 90 days.
30. If the Client inquired about removal of an error, causing incorrect performance of the shop's Key functions in Express Mode, after the issue is resolved, the Operator may charge the Client in accordance with §8 item 27 if the error was caused by the Client. The charge is calculated as per the Additional task terms, including a charge for the Express mode if such is relevant.
31. A phone call reporting a critical error must be made to the telephone number indicated on the Operator's Website as an appropriate for this type of matter. After successfully notifying the Operator, the exact time of the phone call shall be deemed as the moment of reporting the issue in any potential complaint proceeding. During the working hours of the Service Helpline, a written error notification should be made via the ticketing system. Outside working hours, any written report should be sent to an e-mail address indicated on the Operator's Website as an appropriate for this type of matter. In any case, the title of a written notification or introductory remarks of a phone call shall include a clear information about the nature of the issue.
32. Using individually designed logos, or shop Templates outside of the Service requires a prior purchase of an additional license, which is detailed in the Price list. Other custom content can be used without purchasing any license, as they are licensed as part of the Service Fee.

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

1. The Operator is responsible for damages caused to the Client by purposeful non-performance or undue performance of Services, up to the value of the Subscription (without commission fees) fee and recurring Additional fees, during the month when the damage took place.
2. In the event of lack of continuous availability of the Service, caused by the Operator and lasting for over 12 hours, the Operator is obliged to make a compensation in the amount equivalent to 1 Subscription Fee for the next Settlement Period in the amount of the Subscription plan for a month when the event took place, for every commenced 12 hours of downtime over the initial 12 hours.
  - a. Downtime or error of a single module of the Service, which does not render order placing by



- customers impossible, is not consider as lack of continuous availability of the Service.
- b. If the Operator was not notified in a timely manner about errors in the shop Template causing lack of continuous availability by a Client who chose not to do so fraudulently, in order to receive compensation, the Operator has the right to refuse to accept the submitted complaint, or to reduce the compensation, in accordance with the rules defined in the §10 of the IdoSell Shop Terms and Conditions.
  - c. Problems which result from use of Supporting Applications, e-mailing or SMS systems shall not be regarded as lack of continuous availability of the Service.
3. The Operator shall not be responsible for damages caused in result of:
- a. Lack of continuous availability of the Service not caused by the Operator.
  - b. Incorrect use of the Service.
  - c. Provision of untrue or incomplete information upon activation of the Service.
  - d. Infringement of provisions of these Terms and Conditions by the Client.
  - e. Force Majeure, disasters (flood, hurricane, etc.).
  - f. External factors and Third Parties activities outside the Operator's control, which could not be prevented by the Operator (e.g. breakdowns hardware or software in networks of telecommunications operators, mobile phone networks, etc.).
  - g. Use of authorization data provided to the Client in order to access the Service.
  - h. Purposeful disconnection of servers during a hacker attack.
  - i. Rejection of sent e-mail messages by servers not managed by the Operator e.g. as a result of filters, incorrect configuration or breakdowns of such systems.
  - j. Operations performed contrary to the description, help, technical support instructions or recommendations which are provided by Technical Support or displayed automatically by the Service.
  - k. Incorrect or abnormal use of the Service and Supporting Applications, in particular introduction of excessive quantity of data to descriptions, creation of excessive quantity of related elements, simultaneous saving by many users, closure of a process, or a website when saving takes place or excessively overloading the server in a different way, without prior agreement.
  - l. The situation in which an individual application made in the time & material model due to its work through the API led to a significant slowdown of the Service or even its temporary unavailability.
4. The Operator is not responsible for data transfer, if:
- a. The Operator did not initiate the transfer,
  - b. The Operator did not choose the receiver of the data,
  - c. The Operator neither removed nor modified data which is the subject of the transfer.
  - d. Exclusion of responsibility includes also automatic and short-term intermediate storage of transferred data, if the objective of such activity is solely to transfer data and data is not stored longer than it is necessary in normal conditions for execution of the transfer.
5. The Operator is not responsible for any commissions charged by Third Parties, used by the Client which are not directly the Service, in particular commission for services integrated with the Service. The Operator is obliged to provide suitable information which will allow recovery of the commission or the charge which was unjustly charged by a Third Party.
6. The Operator is not obliged to train the Client on the use of the Service.
7. The Operator is not obliged to provide an answer as part of Technical Support, if:
- a. Information was already provided to the Client, or is available in the form of a manual in the Administration Panel, answers to the most common questions, a training webinar or a presentation.
  - b. Questions are asked in a different language from the language which corresponds to the purchased Technical Support plan or are not legible.
  - c. Questions related to software different than the software provided as part the Service or software in different versions than the version officially supported by the Operator.
  - d. The answer requires preparation of a complex research or study which would make the Operator bear unjustified costs.



- e. The question was asked in a different form than a Ticket, in particular via e-mail or was asked by a person who does not have access to the Administration Panel.
8. The Operator has the right to temporarily limit the availability of modules, provision access to modules at chosen hours or to introduce traffic limits if a lack thereof could have a negative effect on continuous availability and stability of the Service.
9. The Operator declares that when designing shop Templates or trademarks no existing Third Party websites or trademarks are copied. Nevertheless, the Operator points out that no research related to infringement of interests of Third Parties is carried out, including registered or unregistered trademarks which the Operator might infringe during execution of the order, in particular:
  - a. The Operator purchases licenses for photos and fonts (i.e. stock graphics) by purchase of a license for fields of exploitation in accordance with the order. If Clients choose to use the materials in other areas, they should purchase respective licenses on their own.
  - b. If a question is received via a Ticket, the Operator will indicate the origin of a photo or a font and will explain in detail which part of the deliverable was purchased and which was performed by employees of the Operator.
  - c. Clients are solely responsible for the use of the design created by the Operator. In the event of a justified suspicion that interests of a Third Party are infringed, responsibility of the Operator is limited to the value of the order.
  - d. If the project prepared by the Operator infringes interests of a Third Party in a justified way, the Operator is obliged to co-operate fully with the Client in order to minimize the risk of responsibility and to prepare a new version of the design, free from corresponding defects.
10. The Operator is not obliged to inform the Client separately of the value of Additional Fee, as long as it is included in the Price list.

#### **§10 – Complaint proceedings**

1. Damages borne by the Client for which the Operator may be responsible on the basis of the above provisions do not include damages caused by loss of chance by the Client.
2. If the Service unavailability was not possible to detect by the Operator's standard means of monitoring, the Operator shall have the right to reject the complaint in its entirety or to reduce the amount of compensation, counting the time of Service unavailability from the moment the failure was successfully reported by the Client.
3. The Client may sue the Operator only after exhausting the available complaint proceeding options.
4. The Operator shall not be responsible for any loss of, or modification of data by the Client as a result of incorrect use of the Service, or use of unfinished elements, or modules (marked as 'BETA'), or elements, modules that are being withdrawn from operation (marked as 'end of life').
5. The Operator shall not be responsible for loss of Authorization Data, or any use of such data by an unauthorized party.
6. The Operator shall not be obliged to import or export data to, or from external systems if such activity is not performed with the use of tools provided within the Service.
7. If a complaint refers to the amount of time spent on execution of a paid Additional task, the record of the course of execution of the task is the basis for examination of the complaint. The log book of the task must comprise of the first name and the surname of the employee of the Operator who performs the task, precise time of the commencement of particular activities, time of completion, the number of time units of work and a short description of activities that were performed. The sum of time spent on execution of the task is equal to the sum of duration of particular activities. The Operator has the right to add to the time of execution of the task time necessary for personal or phone conversations with the Client, search for photos, fonts or other files not provided by the Client, but necessary for the execution of tasks, as well as correction of texts with linguistic errors.
8. Individual services, solutions, or applications, which go beyond the standard scope of the Service and are created on the Client's order in the "time&material" model, are not subject to the Operator's liability, unless the Operator and the Client agree otherwise in separate documents. If possible and depending on the arrangements, the Operator shall create solutions which go beyond the standard scope of the Service in



- a manner which enables the Client to co-manage, monitor or secure them.
9. A complaint made by the Client in connection with non-performance or inadequate performance of the Service shall be made exclusively in a form of a Ticket and shall include:
    - a. The name and identifier of the task or Ticket related to the complaint.
    - b. The subject of the complaint.
    - c. Circumstances that justify the complaint. The deadline for submission of a complaint related to a technical error is 30 days from the day of the error first occurring. After that the complaint shall not be examined.
  10. A complaint related to an invoice issued in accordance with §5 item 1 shall be submitted within 14 days from the invoice being issued. If a complaint is submitted later and is accepted, the invoice shall not be changed and the difference of funds shall be credited to the Balance.
  11. A complaint related to charging the Balance with a Service Fee or an Additional Fee shall be made within 14 days from the debiting of the fee. If the complaint is accepted, the Balance shall be credited with the accepted amount of funds.
  12. If access to the CSC is not possible, a complaint shall be made in a Written Format and sent to the address indicated on the Operator's website.
  13. The Operator shall examine a complaint within 14 days from its delivery and shall send a response to the Client, with the decision and its justification, in a Written Format.
  14. If the Client makes use of Technical Support and services performed by an Affiliate Partner indicated by the Client or makes use of Affiliate Partner External Services (ES), the Client shall send the complaint, via a Ticket, in the first instance to the Affiliate Partner. If the complaint is unsuccessful, the Client may submit the complaint to the Operator:
    - a. Complaint related to a service provided by an Affiliate Partner shall be submitted within 14 days.
    - b. Complaint should be as complete as possible, in accordance with provisions included in §10 of these Terms and Conditions.
    - c. The Operator has the right not to examine the complaint, without justification, if the order for the related task(s) was not recorded in the Ticket system and is not visible in the Balance.
    - d. Responsibility of the Operator for the use of ES is limited to the value of debits of the Balance made by ES during the last 3 Settlement Periods.
    - e. If a complaint related to an Affiliate Partner is accepted, the Operator shall return funds to the Client's Balance and shall settle the issue with the Affiliate Partner personally.
    - f. The Operator shall examine a Complaint related to an Affiliate Partner within 35 days, using the longer time for case examination and mediation with the Affiliate Partner.

## §11 – Final provisions

1. Until these Terms & Conditions come into effect from the date provided, the previously published Terms & Conditions apply. These Terms & Conditions apply to all current Clients from the date provided, with the exception of new Clients who order and activate the Service during the period between these Terms & Conditions are published on the Operator's website and their effective date - in this case the new Terms & Conditions apply immediately.
2. In matters not covered by these Terms and Conditions, provisions of the Civil Code and respective provisions of the Polish law, European Union law and the GDPR shall apply.
3. All information provided by the Client to the Operator as suggestions related to improvements, or introduction of new functionality is voluntary, and unless the parties decide otherwise in separate agreements, its provision to the Operator means that the Client relinquishes their rights, licenses or other benefits produced as a result of exploitation of created improvements or new products.
4. All related disputes shall be settled by the civil court in Szczecin, Poland.
5. The Client is obliged not to infringe intellectual property rights of the Operator as part of the use of unique solutions available within the Service.



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