

TERMS AND CONDITIONS OF THE PLATFORM

The Terms and Conditions set out the basis on which The Point will provide the Services and Dedicated Services, including regulating access and use of the Platform, and indicating the rules for making payments, making complaints and processing personal data on the Platform.

1. DEFINITIONS

For the purposes of the Terms and Conditions, the following terms shall have the meanings indicated below, unless the parties expressly assign a different meaning to them in a specific provision:

General definitions:

The Point - refers to The Point We care about your customers Sp. z o.o. with its registered office in Warsaw at: ul. Postępu 14A, 02-676 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000851194, REGON: 386580113, NIP: 5272931749.

Client - refers to the person party to the Framework Agreement and the Orders placed.

User/Platform User - refers to the Customer or the person authorised by the Customer who uses the Services or the Dedicated Service to the extent of the rights granted to him/her.

Service User - refers to those who visit or use the Website or make use of the services or products offered by the Customer.

Consultant - refers to an employee or associate of The Point providing support in the use of the Services.

Website - refers to the Customer's website used for its business, including the offering of products or services to the Customer, as well as other websites of the Customer acting as business cards.

html Code - refers to the source code (script) inserted by the User on the Website in order to display the Widget.

Widget - refers to the graphical elements of the interface of the Website developed by The Point and installed on the Website using html Code or as otherwise indicated by The Point, for the use of a particular type of Service, in particular Live Chat, Call Back and Video Calls.

Platform - refers to the space available after logging in to the Account on the website www.chater.pl where IT solutions are made available to provide the Services or Additional Services.

Account - refers to the individual access of a given User to the Platform, identified by a username (login), which, as a unique and unrepeatable designation of the User, allows their identification, and by a password in the form of a sequence of characters securing access to the Platform.

Price List - refers to the statement of remuneration or fees for the Services or Dedicated Services, in particular as presented in the Package or Order.

Order - refers to a statement of intent by a User expressing a desire to use a Service or Dedicated Service submitted via an Account, form or other means made available by The Point.

Package - refers to the Service or Dedicated Service option available from The Point, including a detailed specification of the components.

Trial Period - refers to the period during which the User may use the ordered Service or Dedicated Service free of charge in order to test it.

Subscription Period – refers to the period of time for which the User has ordered the use of the Service or Dedicated Service.

Working Days – refers to a day other than a Saturday and other than a public holiday, unless otherwise agreed between The Point and the Customer.

Terms and Conditions – refers to these Terms and Conditions of the chater.pl platform.

Framework Agreement – refers to the agreement between The Point and the Customer setting out the terms and conditions for the provision of the Services or Dedicated Services and the placement and fulfilment of Orders.

Service – refers to the service provided by The Point to you in accordance with the Terms and Conditions and the Order.

Dedicated Service – refers to the additional functionality of the Platform triggered by the User, under individually specified conditions and scope, in the Order or as otherwise made available by The Point.

Types of Services:

Livechat – an IT solution embedded on the Website in the form of a suitable Widget, enabling communication between the User and the Users of the Services by sending text messages on the Website.

Callback – refers to an IT solution embedded on the Website in the form of a suitable Widget, which makes it possible to communicate via a telephone call with Users of the Services, after they have left their telephone number.

e-Assistant – refers to the service of providing support to Platform Users in the use of Livechat or Callback.

Chatbot – refers to an IT solution embedded on the Website in the form of an appropriate Widget, ensuring automatic communication with the Website Users.

e- Calendar – refers to an IT solution consisting of the provision of an electronic calendar on the Website for self-scheduling (booking) by Service Users for appointments or services provided by the Customer.

Video Conversation – refers to an IT solution embedded on the Website in the form of a suitable Widget, which enables communication between the User and the Users of the Services via a video chat taking place in real time.

Dedicated Services:

CRM – refers to an IT solution for the management of data relating to Service Users, as well as for supporting sales or marketing processes.

Automatic actions – refers to the functionality of the Platform that allows the display of any message to Service Users on the Websites visited by them (e.g.: displaying an invitation to a chat window).

SMS Service – refers to the functionality of the Platform which allows automatic sending of SMS messages directly to the mobile phone numbers provided by the Users of the Website.

Live customer preview – refers to the functionality of the Platform which enables an analysis of the way in which Service Users move around when visiting the Website.

Recording of visits – refers to the functionality of the Platform to record and analyse the behaviour of Service Users in order to improve the Website.

Marketing Automation Service – refers to the functionality of the Platform which enables the automatic creation of mailing or SMS campaigns addressed to Service Users.

Customer Support Service - refers to the support service for Users consisting, inter alia, in the configuration of User accounts, the provision of additional training on the use of the Services by Users, including the making of changes to the configuration of the Services, provided for additional remuneration agreed each time in the Order.

2. CONCLUSION OF THE FRAMEWORK AGREEMENT

- 2.1. **[Characteristics of the Agreement]** The Framework Agreement sets out the general rules for the provision of the Services or Dedicated Services, including the manner of placing and executing Orders, the type of Services provided, and sets out the Users' rights and obligations.
- 2.2. **[Method of conclusion]** The Framework Agreement may be concluded in one of the following ways:
 - 2.2.1. by creating an Account and accepting the Terms and Conditions. The Framework Agreement is then deemed to have been concluded at the time of the first login to the Account
 - 2.2.2. during a telephone call during which the User expresses the wish to use the selected Service or Dedicated Service and accepts their terms and conditions. The Framework Agreement shall be deemed concluded as soon as a confirmation of the conclusion of the Framework Agreement is sent to the e-mail address indicated by the User, but no later than at the time of the User's first logging into the Account
 - 2.2.3. by the signing of the Framework Agreement by the User and The Point
 - 2.2.4. by means other than those described above, if The Point and the Customer so agree
- 2.3. **[Data veracity]** By concluding the Framework Contract, the Customer undertakes to provide truthful information that corresponds to the actual factual and legal situation.
- 2.4. **[Representation]** The person concluding the Agreement declares and confirms that he is duly authorised to conclude the Agreement in the name of and on behalf of the Customer with the relevant consents, or powers of attorney.

3. PLACING ORDERS

- 3.1. **[Method of placing orders]** The use of the Services or Dedicated Services requires their Order by the User. Ordering of the Services or Dedicated Services may take place:
 - 3.1.1. when accessing the Platform and creating an Account
 - 3.1.2. from within the Platform, after having logged into the Account
 - 3.1.3. during a telephone call during which the Customer expresses their wish to use the Service or Dedicated Service of their choice and accepts their terms and conditions
 - 3.1.4. in any other manner permitted by The Point
- 3.2. **[Order components]** Placing an Order requires:
 - 3.2.1. select the type of Services or Additional Services ordered and their scope,
 - 3.2.2. to select a Bundle, if a particular Service or Additional Service is offered as part of a Bundle,
 - 3.2.3. your choice of Subscription Period,
 - 3.2.4. to accept The Point's remuneration, if any, on an individual basis,

3.2.5. to determine any other matters required by The Point.

3.3. **[Subscription Period]** Each new Subscription Period is covered by a new Order, which means that, if the Subscription Period is one month, each renewal of the Service or Dedicated Service (even automatically, if such a feature has been selected by the User) for the next Subscription Period constitutes a new Order.

4. SERVICES AND DEDICATED SE

4.1. **[Information about the Services]** The Services or Dedicated Services offered by The Point are presented on the website under the following domain www.czater.pl.

4.2. **[Types of Services]** The Point provides the following types of Services: (i) Livechat, (ii) Callback, (iii) E - Assistant, (iv) E - Calendar, (v) Chatbot, (vi) Video Chat.

4.3. **[Types of Dedicated Services]** In addition to the Services, The Point also provides the following types of Dedicated Services as companion services: (i) CRM, (ii) Automated Actions, (iii) SMS Services, (iv) Customer View a Live, (v) Visit Recording, (vi) Customer Support Service, (vii) Service/Event, and (viii) Marketing Automation.

4.4. **[Requirements]** The Services or Dedicated Services are available when the User logs into the Platform. Some of the Services provided require the installation of Widgets on the active Website, which may be done by the User himself or may be outsourced to the Customer Support Service. In the case of self-implementation of html Code on the Website, the User is responsible for the proper functioning of the Website and the Widget installed. The Point advises that making changes to the operation of the Website may affect the correct functioning of the Widgets.

4.5. **[Completion of the Services]** The Services working with Widgets shall be deemed to be completed as soon as the html Code is made available to the User for self-implementation, or as soon as the User is informed of the completion of the installation, in the event that the Customer Support Service is used.

4.6. **[Website Maintenance]** In order to use the Services, the Website and the Internet domain must be maintained throughout the period of use of the Services. The non-availability of the Website on the Internet during the period of use of the Services shall not relieve the Customer of the obligation to pay the agreed remuneration for the Services.

4.7. **[Integration]** The use of the Services or Dedicated Services may require their implementation, modification or connection to the software, system, application or Website used by the Customer, which the Customer may do himself or by using the Customer Support Service. Failure to act within the scope referred to in the preceding sentence shall not relieve the Customer of the obligation to pay the agreed remuneration for the Service or Dedicated Service.

4.8. **[Integration with payment service providers]** The Services may be integrated with third-party payment services to enable payment by Users of the Service. Payment services are provided by entities separate from The Point, under the terms and conditions indicated by them in the terms and conditions of these services. The use of payment services requires integration from within the Platform, which may be carried out as directed by The Point or the payment service providers.

4.9. **[Compliance assurance]** The Customer shall ensure that the template documents used by it, the rules and regulations for the services provided, the privacy policies and other regulations required by law, comply with the legal requirements, and take into account the use of the selected Services or Additional Services.

5. CHARACTERISTICS OF SERVICES AND DEDICATED SERVICES

- 5.1. **[Livechat]** The Livechat service allows communication between the User and the Users of the Website by sending text messages via an instant messaging system on the Website. Livechat may be operated by the User on his/her own or as part of a commissioned e-Assistant Service.
- 5.2. **[Callback]** The Callback service makes it possible to communicate with Service Users by enabling a telephone call to be made to them after the Service User has left a telephone number. In connection with the use of the Callback service, it is possible to record the call (audio), which is then stored as an audio file in the CRM. The recordings are stored in CRM for a maximum period of 30 days, unless otherwise agreed in the Order. The Order also specifies the maximum capacity of files containing recordings that can be stored in CRM.
- 5.3. **[e-Assistant]** The e-Assistant Service consists of the Consultant's handling of queries from Service Users directed to the Website via the Livechat service or providing service to Service Users using the Callback service. The e-Assistant Service may also include other Services, if agreed in the Order.
- 5.3.1. [e-Assistant - characteristics] The e-Assistant Service is provided in accordance with the agreed scope and parameters in the Order, subject to payment of the remuneration by the Customer. The e-Assistant Service is provided on Business Days from 8:00 a.m. to 4:00 p.m., unless otherwise agreed in the Order. The commencement of the service shall be preceded by training of the Consultants, which shall include familiarisation with the scope, specifics of the products, goods or services offered by the Customer, and shall take place using training and information materials prepared by the Customer. In order to provide service to Service Users, Consultants may use call scripts developed by The Point at the additional request of the Customer or developed independently by the Customer. The manner in which interviews are conducted is in accordance with The Point's internal regulations. Consultants dedicated to providing the e-Assistant service, are required to maintain confidentiality, in a manner consistent with The Point's current standards and procedures. Access to Service User data is restricted only to dedicated Consultants directly providing this service and their supervisors.
- 5.3.2. [e-Assistant - Period] In order to use the e-Assistant service, the Customer must have an active Livechat or Callback service. The e-Assistant Service, is provided for a Subscription Period of a minimum of 3, 6 or 12 months, without the possibility of early cancellation or termination. The e-Assistant Service is a diligent service, which means that The Point does not guarantee the achievement of a specific business objective.
- 5.3.3. [e-Assistant - Reports] As part of the Customer Support Service, we may develop additional periodic reports or provide statistics for Customers using the e-Assistant service, which will include standard data generated from the system, or other data specified in the Order.
- 5.4. **[e-Calendar]** The e-Calendar service, allows appointments (bookings) to be made by Service Users for appointments or services provided by the Customer. It is also integrated with CRM, which allows the management of the e-Calendar and Service Users.
- 5.5. **[Video Chat]** The Video Chat service allows communication between the User and Users of the Website through the transmission of video and audio, in real time. In connection with the use of the Videochat service, it is possible to save the history of conversations available in the CRM.
- 5.6. **[Chatbot]** The Chatbot makes it possible to carry out an automatic conversation with Service Users within the Livechat service in real time according to a preprogrammed model (path). In order to use the Chatbot service, it is necessary to seed an active Livechat service.
- 5.7. **[Parameters]** The scope and amount of remuneration charged for the Services or Dedicated Services are influenced by various elements indicated in each case in the Package or Price List, in particular the number of Service Users served, the functional scope of the service selected by the Customer,

the number of connections, their duration, the megabyte data volume processed, the number of types of services, the possibility of organising events, the number of employees having access to the functionality, or other elements indicated in the Package, Price List or Order.

6. PROVISION OF SERVICES

- 6.1. [Availability]** The Services and Dedicated Services shall be provided via the Platform, which The Point shall ensure is available at least 95% of the time on a monthly basis.
- 6.2. [Technical interruptions]** The Point may make planned technical interruptions to the Platform up to a total of 48 hours in a monthly period, and The Point will give prior notice of any planned technical interruption via a message posted on the Platform.
- 6.3. [Use]** You may use the Services or Dedicated Services in accordance with their intended use, the Framework Agreement, the Order and in a manner that does not violate any applicable law, morality, or the rights or property of The Point or any third party.
- 6.4. [Test Period]** The Point allows a particular type of Service or Dedicated Service to be provided free of charge for a specified period of time, during which time the User may use their full functionality to test them. After the expiry of the Test Period, unless an Order is placed, further use of the Service or Dedicated Service, may be blocked or their scope may be limited. The User is entitled to use the Test Period once, unless otherwise agreed.
- 6.5.** Here, the free period with limited access to services should probably be discussed.

7. BLOCKING AND LIMITING OF SERVICES

- 7.1. [Blocking]** The Point may block an Account or block or limit the scope of the Services provided, or Dedicated Services, in the following cases:
- 7.1.1. be at least 3 days late in paying the fees or charges for the Services or Dedicated Services,
 - 7.1.2. to use the Platform in an unlawful manner, in breach of the law or the provisions of the Framework Agreement,
 - 7.1.3. reasonably learn that the person using the payment card is not the authorised holder of the payment card,
 - 7.1.4. suspicion that an unauthorised person is attempting or using the Account.
- 7.2. [Notification]** Users will be informed of the blocking of the Account or the introduced restriction on the provision of the Services or Dedicated Services by an appropriate message on the Platform or by e-mail as soon as it is established. The establishment of a block or the introduction of a restriction shall not affect the obligation to pay the agreed remuneration for the Services or Dedicated Services.
- 7.3. [Request]** The blocking of the Account or the restriction of the provision of the Services or Dedicated Services may also be implemented at the request of the User. For this purpose, as well as with regard to any blocking or restriction imposed, the User shall send a message to the e-mail address or contact by telephone at the details given on The Point's website.

8. ACCOUNT

- 8.1. [Account]** An Account provides Users with individual access to the Platform through which Users may use the Services or Dedicated Services or other functionality of the Platform, place Orders, and contact The Point.
- 8.2. [Use of the Platform]** The Platform may not be used to provide third parties with the same or similar services as the Services or Dedicated Services provided by The Point.
- 8.3. [Access]** In order to use the Account, each User logs in using the email address provided and the self-assigned password when logging in to the Platform for the first time.
- 8.4. [Granting access]** The User who is the administrator of the Account may, from the Platform after logging in to the Account, grant access to the Platform to other Users, specifying at the same time the scope of their rights.
- 8.5. [Securing passwords]** The User shall not make the login and password available to unauthorised persons and shall protect the login and password from such persons. If there are circumstances indicating a suspicion that a password has come into the possession of an unauthorised person, the User shall notify The Point immediately.
- 8.6. [Prohibited activity]** It is prohibited to provide unlawful content via the Account. It is unlawful to use your Account in a manner that allows or is intended to allow unauthorised access to The Point's computer system, to introduce malware into it or to prevent or interfere with its proper operation.
- 8.7. [Technical Requirements]** In order to use your Account, you must have:
- 8.7.1. a device with access to the Internet,
 - 8.7.2. e-mail, actively used,
 - 8.7.3. software to read PDF files,
 - 8.7.4. the latest version of Internet Explorer, Mozilla Firefox or Google Chrome with cookies enabled.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. [Ownership of The Point]** The software used in connection with the provision of Services and Dedicated Services, as well as the content, design, functional layout and graphical elements of that software, the Account, the Platform, and The Point's website, are the subject of copyright protection and other rights (under Polish and international law) vested in The Point or its suppliers.
- 9.2. [Licence]** The Point, for the term of the Order, grants Users a non-exclusive and non-transferable licence to use the software The Point makes available to provide the Services or Dedicated Services, without the right to sublicense it to any other person or entity, or to sublicense it, in particular to persons or entities providing the same or similar services as the Services or Dedicated Services provided by The Point.
- 9.3. [Prohibited activity]** Each user may not:
- 9.3.1. use any equipment or software capable of damaging or interfering with the proper functioning of The Point's website, Platform, Account or software provided by The Point;
 - 9.3.2. use any equipment or software capable of intercepting any systems, data or information from The Point's website, Platform, Account or software provided by The Point;
 - 9.3.3. take any action that would unreasonably or disproportionately overload The Point's internet network or other data communications infrastructure.

10. REMUNERATION

- 10.1. [Amount of remuneration]** The remuneration for the provision of the Services or Dedicated Services shall be agreed in each case in the Order and its amount shall be specified in the Price List; however, if a different amount of remuneration has been agreed in the Order than in the Price List, the amount specified in the Order shall apply.
- 10.2. [Without VAT]** The remuneration amounts specified in the Price List are net amounts (i.e. without VAT), unless expressly indicated otherwise in the Price List.
- 10.3. [Commencement of Services]** Until the agreed remuneration is paid in full, The Point may withhold the Service or Dedicated Service. The remuneration is payable in advance.
- 10.4. [Payment Periods]** The Remuneration may be payable as a single payment for the entire Subscription Period, or in fixed billing periods within the Subscription Period, e.g. monthly, quarterly, half-yearly, annually, or in any other period agreed in the Order.
- 10.5. [Payment Methods]** The Remuneration may be paid in one of the following ways: (i) by bank transfer to the account of The Point indicated on the invoice or provided by The Point in the Order or confirmation of the Order, (ii) by authorising The Point to debit the payment card whose details have been provided from within the Account or as otherwise introduced by The Point, or (iii) by any other means made available in the Account or indicated on the Website.
- 10.6. [Payment by card]** In the event that a payment is to be made using a payment card, you must provide us with all the details of that card required to carry out the transaction. The payment card provided must be capable of online payment and must be valid, issued to you and not blocked or restricted. You must provide sufficient funds on the account to which the card has been issued in order to make the payment. You must inform us immediately if the card you have been given is blocked, changed or ceases to be valid.
- 10.7. [E-Invoices]** By using the Point services, you accept the issuing and sending of invoices in electronic form, to the email address of the primary Account User.
- 10.8. [Currency]** The remuneration is payable in Polish zloty unless otherwise agreed.
- 10.9. [Settlement]** Funds received by The Point shall be credited to the payment of arrears, in the following order: (i) costs enforced under enforcement orders, (ii) interest, (iii) remuneration and fees outstanding, and (iv) remuneration and ongoing fees.

11. VALIDITY OF THE FRAMEWORK AGREEMENT AND ORDERS

- 11.1. [Period]** The Framework Agreement is concluded for an indefinite period. Each Order shall be valid for the Subscription Period.
- 11.2. [Termination]** The Customer may terminate the Framework Agreement at any time and without giving reasons, subject to 30 days' notice.
- 11.3. [Termination by The Point]** The Point may terminate the Framework Agreement at any time for good cause. In the case of a User who has entered into the Framework Agreement as a consumer or who has entered into the Framework Agreement on or after 1 January 2021 as a sole proprietor, a valid reason shall be deemed to be one of the following circumstances:
- 11.3.1. The User uses a payment card of which the User is not the authorised holder,
 - 11.3.2. The user uses or attempts to use the Account, The Point's website or software provided by The Point to commit a crime or other unlawful act,

- 11.3.3. The User is at least 14 days in arrears with the payment of remuneration to The Point in the amount of at least 20 pln and, despite receiving a reminder via the Account or email address, fails to pay the amount in full within a further 7 days of receiving it,
- 11.3.4. the User does not use the Services for at least 6 months prior to receiving the notice of termination,
- 11.3.5. the User violates the provisions of 7.1 of the Terms and Conditions,
- 11.3.6. The Point decides to cease providing the Services.

11.4. [Effect] Termination of the Framework Agreement shall also result in the termination of the Order, upon termination of the Framework Agreement, unless otherwise agreed by the parties. In the event of termination of the Framework Agreement before the end of the paid-up Subscription Period, The Point shall not refund the remuneration paid and fees for the remaining unused Subscription Period.

11.5. [Effect-consumers] In the event of termination of a Framework Agreement that has been entered into with a User who is a consumer, as a result of termination by The Point before the end of the paid Subscription Period, The Point shall refund to such User the remuneration paid and fees for the remaining unused Subscription Period, calculated on a pro rata basis for such unused period.

11.6. [Method of termination] A notice of termination of the Framework Agreement may be sent by the Customer or The Point in documentary form, by addressing it to the email address of the primary User of the Platform, or to the email address indicated on The Point's website, as applicable.

11.7. [Withdrawal] A User who has remotely concluded a Framework Contract or an Order as a consumer or who has remotely concluded a Framework Contract or an Order on or after 1 January 2021 as a sole proprietor may withdraw from the Framework Contract or the Order. Such user may withdraw from the Framework Agreement or the Order without stating any reason or incurring any costs within 14 days of their conclusion. Sending the declaration before the deadline is sufficient to meet the deadline. In the event of withdrawal, the Framework Contract shall be deemed not to have been concluded and the Order shall be deemed not to have been ordered. Within 14 days of receipt of the notice of withdrawal, The Point shall reimburse the payments received up to that date in respect of the Framework Agreement or the Order in question.

11.8. [Method of withdrawal] The statement of withdrawal shall be sent to the address of the registered office of The Point or to the e-mail address specified on the website. The statement of withdrawal may be submitted on the template attached as Annex No. 2 to the Consumer Rights Act.

11.9. [Cancellation of withdrawal] You lose your right to withdraw from the Framework Agreement or the Order if, before the expiry of the withdrawal period, you have expressed your wish to commence the provision of the Services or Dedicated Services by The Point and have been informed of the loss of your right to withdraw.

12. COMPLAINTS

12.1. [Complaints] Users may submit complaints about the Services or Dedicated Services provided by sending an e-mail to: reklamacje@czater.pl. In the complaint, the User should indicate, the name and surname or name of the Customer, the indication of the Service or Dedicated Service to which the complaint relates, the definition of the subject of the complaint, and the citation of the circumstances justifying the complaint.

12.2. [Deadline] The Point shall consider the complaint within 30 days from the date of its receipt, and shall send its response to the User's e-mail address from which the complaint was submitted.

13. CONTACTS

- 13.1. [Means of contact]** Users can contact The Point by using the function provided in the Account or by sending an email to info@czater.pl, or by calling the telephone number provided on our website. Users are charged for the use of means of distance communication, in particular the telecommunications network, according to the tariff of their operator.
- 13.2. [Contact The Point]** The Point may contact Users by sending them messages through the Account, as well as by calling the telephone number provided, or by directing correspondence to the registered office or postal address provided, or by sending a message to the e-mail address.
- 13.3. [Information on changes in data]** Users should inform The Point of a change in previously provided data, no later than 7 days from the days of its occurrence, or else correspondence will be directed to the current data. The Point may contact Users to confirm or update the change of data.

14. AMENDMENT TO THE TERMS OF USE AND PRICE LIST

- 14.1. [Amendment of Terms and Conditions]** The Point reserves the right to amend the Terms and Conditions at any time, subject to clause 14.2 below.
- 14.2. [Consumers]** In the case of a User who has entered into a Master Agreement as a consumer or a User who has entered into a Master Agreement on or after 1 January 2021 as a sole trader, The Point may only amend the Terms and Conditions for valid reasons, in which case the provisions in clauses 14.3 – 14.5 below.
- 14.3. [Rationale]** The Point reserves the right to amend the Terms and Conditions at any time for at least one valid reason. A valid reason is considered to be only one or more of the following reasons:
- 14.3.1. issuance of a judgment by a court of law or issuance of a decision, recommendation, recommendation or other act binding on The Point by a public administration body resulting in the need to make changes to the Terms and Conditions, and the changes will apply only to provisions requiring changes based on that judgment, decision, recommendation, recommendation or other act binding on The Point,
 - 14.3.2. a change in the state of the law resulting in the need to amend the Terms and Conditions, and amendments will only apply to provisions requiring amendment based on that changed law,
 - 14.3.3. introduction of new products or Services, or Dedicated Services, and the amendment to the Terms and Conditions may only relate to the introduction of provisions or changes to provisions related to those products or Services, or Dedicated Services, use of which will not be mandatory for the User, and there will be no cost to the User for not using them,
 - 14.3.4. improvements by The Point to existing features, products or Services provided or Dedicated Services in order to increase the level of security, protection of personal data or to improve the usability of the features, products or Services provided by The Point, but an amendment to the Terms and Conditions may only involve the introduction of provisions or changes to provisions relating to those features, products or Services or Dedicated Services,
 - 14.3.5. the discontinuance of certain features, products or Services, Dedicated Services, or the modification of existing features, products or Services provided by The Point due to the continued inability to provide a particular Service in its existing form or to provide a feature in its existing form or to offer a product, caused by the withdrawal of a Service, Dedicated Service product or function from The Point's offerings or the termination of The Point's agreement with the entity whose services The Point used to provide a given Service or make available a given function or offer a product, but an amendment to the Terms and Conditions may only relate to the intro-

duction, removal or amendment of provisions related to those functions, products or Services or Dedicated Services,

14.3.6. the need to clarify the provisions of the Terms of Use or to make editorial changes that will not adversely affect the content of the rights and obligations of Users,

14.3.7. another important reason not specified above.

14.4. [Scope of Amendment] The Rules and Regulations may only be amended for the valid reasons referred to in sections 14.3.1 - 14.3.2 above to the extent that such change in the state of the law or a decision of a court of law or a decision, recommendation, recommendation or other binding act of The Point issued by a public administration body imposes on The Point a recommendation or obligation to make a specific change to the content of the Rules and Regulations and may not justify an amendment to the Rules and Regulations which is not necessary to implement that obligation or recommendation and at the same time goes beyond that obligation or recommendation. In such a case, The Point will amend the Rules to the extent necessary for the proper implementation of the recommendation or obligation referred to above.

14.5. [Scope of amendment] The Rules may only be amended for the valid reasons referred to in sections 14.3.3 - 14.3.7 above if, in addition, the following conditions are met:

14.5.1. the change will ensure the proper execution of the Framework Agreement,

14.5.2. the change will only take place to the extent that is objectively necessary and directly related to the cause in question,

14.5.3. the change will not lead to an increase in mandatory financial burdens or other obligations of the User.

14.6. [Change of Price List] The Point may change the Price List at any time, including the remuneration and fees set out in the Price List or adding a new one.

14.7. [Notification of changes] The Point will inform Users of any change to the Terms and Conditions or the Price List and the effective date of such change by sending a relevant message to the email address used by Users.

14.8. [Effective date] Amendments to the Terms and Conditions shall be effective as of a date specified by The Point, which shall not be less than 14 calendar days from the time the amendments are communicated to Users. The Customer is entitled not to accept the changes. To do so, he/she should send The Point a notice of termination of the Framework Agreement within 14 days of receipt of information about the change. If he/she does not terminate the Framework Agreement, he/she is deemed to have accepted the changes. The notice period is 30 days. The notice of termination must be sent to The Point's e-mail address indicated on the website. In the aforementioned case, The Point will reimburse you for the fees and charges paid for the remaining unused Subscription Period, calculated on a pro rata basis for that unused period calculated from the termination of the Framework Agreement (this sentence only applies to a User who has entered into the Framework Agreement as a consumer).

15. LIABILITY

15.1. [Liability of The Point] The Point shall only be liable to the Customer for damage caused by The Point's wilful misconduct.

15.2. [Exclusion] The Point shall not be liable for the non-performance or improper performance of the Services or Dedicated Services where this is the result of:

- 15.2.1. the occurrence of force majeure understood as an external phenomenon that could not have been prevented or any other circumstance for which The Point, in accordance with generally applicable law, is not responsible;
- 15.2.2. reasons attributable to third parties through which the Service or Dedicated Service is provided;
- 15.2.3. improper use of the Service or Dedicated Service or use of the Service or Dedicated Service contrary to its intended purpose;
- 15.2.4. use of the Service or Dedicated Service in a manner inconsistent with these Terms of Service or applicable law;
- 15.2.5. the actions of persons to whom the login data to the Account has been made available or who have come into possession of such data through the fault of the User;
- 15.2.6. interruptions in the provision of the Services or Dedicated Services occurring for technical reasons (e.g. maintenance, inspection, equipment replacement) or beyond the control of The Point, downtime resulting from problems occurring within the network infrastructure of telecommunication operators (e.g. Hosting, lack of Internet in the server room, lack of electricity).

15.3. [Limitation] The Point's liability shall not extend to lost profits. The Point's liability shall be limited to the value of the remuneration paid in respect of the Service or Dedicated Service in relation to which the loss has occurred.

15.4. [Exclusion] The use of the Service and Dedicated Service is entirely at the Customer's risk and The Point makes no warranties and accepts no liability for any consequences of the Customer's use of the Services or Dedicated Service.

15.5. [Nature of the relationship] In principle, the Services are directed to entrepreneurs, who are not consumers, including in particular those carrying out business activities as defined by separate regulations. By concluding the Agreement, the Customer declares that the Agreement is concluded within the scope of one's business activity and has a professional character for the Customer.

15.6. [Liability to consumers] The Point is not in a position to restrict or prevent the conclusion of the Framework Agreement and individual Orders by persons who are consumers. In that case, clauses 15.1 - 15.4 do not apply to liability to a User who has entered into a Framework Agreement or an Order as a consumer. The liability of The Point towards such a User is governed by the general rules of civil law.

16. FINAL PROVISIONS

16.1. [Applicable law] The Framework Agreement, the Orders and the obligations arising therefrom shall be governed by Polish law.

16.2. [Extrajudicial Dispute Resolution] The User who has entered into the Framework Agreement or awarded the Order as a consumer has the possibility to use alternative out-of-court complaint and redress procedures. The rules of access to these procedures are available at the registered offices or websites of the entities authorised to handle disputes out of court. They may be, in particular, consumer ombudsmen or Provincial Commercial Inspection Inspectorates, the list of which is available on the website of the Office of Competition and Consumer Protection at http://www.uokik.gov.pl/spory_konsumenckie.php. A User who has concluded a Framework Agreement or placed an Order as a consumer is entitled to use the out-of-court dispute resolution method via the ODR platform, operating in the countries of the European Union, available on the website at: <http://ec.europa.eu/consumers/odr/>. In this out-of-court procedure, complaints can only be dealt with by one of the authorised entities (called an ADR

entity) and only if we agree to have the case dealt with by a specific ADR entity, in accordance with its rules of procedure. A list of ADR entities can be found on the ODR platform website. The Point can also make a request for out-of-court dispute resolution against you via the ODR platform – if both parties agree to this in advance and the ADR entity's rules and the law do not exclude this possibility.

16.3. [Assignment of rights] The Point may assign all of its rights and obligations to another entity of its choice, to which the Customer agrees, and of which it shall notify the User in a manner appropriate to the amendment of the Terms and Conditions.

16.4. [Jurisdiction of the Court] In the event that it is necessary to refer a dispute to a court, the court having jurisdiction over all matters relating to the Framework Agreement or the Orders shall be the court having jurisdiction over the registered office of The Point. This clause does not apply to Framework Agreements and Orders concluded with Users who are consumers.

17. PERSONAL DATA

17.1. [Role of The Point] The operation of the Platform involves the processing of personal data, during which The Point acts as a controller of personal data, within the meaning of Article 4(7) of the RODO, and a processor within the meaning of Article 4(8) of the RODO. Further provisions of the Terms and Conditions, govern respectively both situations in which The Point acts.

17.2. [The Point Administrator] In connection with the performance of the Framework Agreement and individual Orders, The Point processes personal data of its Customers and Users. The personal data of the Customer and Users includes information provided to The Point by the Customer or the Users themselves in order to conclude the Framework Agreement and to set up an Account. This includes identification data and contact details of Users.

17.3. [Purposes and basis of processing] The Point is the controller of the Client's and its Users' data, which it processes in order to:

17.3.1. to conclude and execute the Framework Agreement or individual Orders and to serve Users, in accordance with Article 6(1)(b) of the GDPR;

17.3.2. to ensure the security and proper operation of the Platform, including its development, as well as to ensure the continuity of its operation, in accordance with Article 6(1)(b) and (c) GDPR;

17.3.3. to carry out financial settlements with the Customer for the performance of the Framework Agreement or individual Orders, as well as the possible assertion of claims from the Customer within the framework of the administrator's legitimate interest pursuant to Article 6(1)(f) GDPR,

17.3.4. to carry out marketing activities within the framework of the administrator's legitimate interest in accordance with Article 6(1)(f) GDPR and in accordance with the Customer's or Users' statements of intent regarding data processing and marketing communications as set out in GDPR and the Act on Provision of Electronic Services and Telecommunications Law, in accordance with Article 6(1)(a) GDPR. Consents granted to The Point in respect of the aforementioned marketing communications may be withdrawn by Users at any time, without affecting the lawfulness of the processing carried out on the basis of the consent before its withdrawal. To withdraw consent, send a request to the email address used by The Point for ongoing communication.

17.4. [Data recipients] Recipients of Users' data may be entities providing IT solution maintenance services, hosting services, entities providing marketing, consulting, accounting, service support, entities dealing with debt recovery. In addition, Users' data may be made available at the request of authorised state authorities.

- 17.5. [Processing time]** User data shall be processed and stored for the duration of the Framework Contract and, after its expiration, until the end of the calendar year in which the Framework Contract expires, and thereafter for up to 5 years or, in the event of claims arising from the implementation of the Framework Contract, until their final expiration or legal settlement.
- 17.6. [Rights]** Users have the right to require The Point to access, rectify, erase or restrict processing of data concerning them and the right to object to processing, as well as the right to data portability. Users may contact The Point about the processing of their personal data using the email address used by The Point for ongoing communication with Users or the channels provided on the Platform. Users have the right to lodge a complaint with the President of the Personal Data Protection Authority.
- 17.7. [Risks]** The use of the services provided electronically may involve the risk of Users' data being obtained and modified by unauthorised persons. In order to prevent this, Users should use appropriate technical measures to minimise the risks indicated above, in particular anti-virus software, a secure e-mail box and other security measures protecting the users of the public Internet network.
- 17.8. [Processing area]** When using the Platform, the personal data and information made available therein shall be processed in the territory of the countries making up the European Economic Area.
- 17.9. [Entrustment]** The Customer entrusts The Point with the processing of personal data under the terms and conditions set out in these Terms and Conditions to enable The Point to duly perform the Master Agreement and the individual Orders (collectively, the „Master Agreement”), and The Point represents that it accepts such data for processing. The Parties unanimously declare that the provisions contained hereafter in the Terms and Conditions relating to the processing of personal data shall constitute an entrustment agreement for the processing of personal data within the meaning of Article 28 GDPR.
- 17.10. [Party Statements]** The Customer declares that:
- 17.10.1. is the controller of the personal data within the meaning of the GDPR entrusted to The Point for processing under this entrustment agreement;
 - 17.10.2. it administers the data entrusted to The Point to the extent necessary and appropriate to the Client's business activities and that such data does not include data as defined in Article 9(1) GDPR (special categories of personal data) and Article 10 GDPR (data relating to criminal convictions and infringements).
- 17.11. [Types of data]** The Customer entrusts The Point with the following types of data for processing: Personal data of customers, i.e. Service Users, employees, associates, and representatives. The categories of Service Users include data made available to the Customer through:
- 17.11.1. Contact forms - identification data of Service Users to the extent required by the Customer to complete the forms and the content of the forms;
 - 17.11.2. Subscription lists of information sent electronically to Service Users by the Customer - identification data of Service Users as required by the Customer to subscribe to the list;
 - 17.11.3. E-mail accounts existing on the Client's Platform - identification data of Service Users (users of these accounts), i.e.: IP number of terminal equipment and content of correspondence;
 - 17.11.4. Reservation systems and e-commerce services - identification data of the persons using these systems required by the Customer and the content of the correspondence.
- 17.12. [Nature of access]** The Point has access to the personal data of Site Users using the functionalities of particular Services or Additional Services, which is of a purely technical nature aimed at performing backups to ensure the continuity of the Platform, without the right to modify the content of the data.
- 17.13. [Data processing period]** The data entrusted by the Customer will be processed by The Point for the duration of the Main Agreement. Upon termination of the Main Agreement, The Point will either promptly return the data to the Customer or permanently delete the data, according to the Customer's choice.

17.14. [The Point's Obligations] The Point undertakes to:

- 17.14.1. to process the entrusted personal data with due diligence, for the purpose, to the extent and in accordance with the principles set out in this Agreement and currently applicable laws,
- 17.14.2. to comply with the prohibition of processing entrusted data without a documented order of the Client, unless such an obligation is imposed on The Point by EU law or Polish law. In such case, The Point will notify the Client prior to the commencement of the aforementioned obligation 7 days in advance, unless such information is prohibited by such law due to important public interest,
- 17.14.3. ensure that only persons authorised to do so, trained in ensuring the security of the entrusted personal data and obliged to maintain the secrecy of the entrusted personal data and the ways of their security, will be allowed to process the entrusted personal data,
- 17.14.4. to keep a register of the categories of personal data processing activities,
- 17.14.5. to maintain the confidentiality of the entrusted personal data, as well as all information related to the entrustment during the execution of the Main Agreement and indefinitely after its expiration or termination,
- 17.14.6. to notify the Client immediately if, in the opinion of The Point, any instruction given to it by the Client's representative relating to the processing of entrusted personal data constitutes a breach of the personal data protection legislation of the European Union or of a Member State of the European Union,
- 17.14.7. notify the Client immediately upon becoming aware of:
 - i. audits of the compliance of the processing of entrusted personal data with data protection legislation carried out at The Point or a subcontractor of The Point by the supervisory authority;
 - ii. administrative decisions issued by the supervisory authority and pending complaints regarding the implementation by The Point of the personal data protection regulations concerning the entrusted data;
 - iii. other actions of authorised bodies towards entrusted personal data;
 - iv. other events affecting the processing of entrusted personal data, in particular, all cases of violation of the protection of entrusted personal data.
- 17.14.8. the application of technical and organisational measures with a view to ensuring appropriate security measures appropriate to the risks and the category of personal data entrusted to be processed, in particular the security of personal data entrusted to be processed against their disclosure to unauthorised persons or against their access by unauthorised persons, against their appropriation by an unauthorised person, against their processing in breach of the current legal provisions on the processing of personal data, against their alteration, loss, damage or destruction.

17.15. [Sub-processing] The Parties agree that The Point shall have the right to sub-process to The Point's specialised entities or sub-contractors (Sub-processors) the entrusted personal data to the extent necessary for the performance of the Main Agreement, with The Point being fully responsible for the actions of the Sub-processor and being obliged to enter into a sub-processing agreement with the Sub-processor in writing, on terms that ensure that the Customer's rights are exercised in a manner that does not differ from the terms described in this Agreement. The list of Sub-processors is available for inspection by the Client at the registered office of The Point.

17.16. [Change of Subprocessors] The Point will inform the Customer of its intentions to change the Subprocessors. The Customer shall have the right to object in writing to such changes within 7 working days

of being informed of The Point's intention to change the Subprocessors. Failure to object within this period shall constitute the Client's implied consent to The Point's sub-processing of data to the relevant entity.

17.17. [Control] The Customer shall have the right to control the processing by The Point of the personal data entrusted to it from the point of view of the compliance of such processing with the law and the provisions of this Agreement. The inspection may only be carried out after The Point has been informed in writing at least 7 working days prior to its commencement, or immediately if the inspection is caused by a suspected breach of the protection of the entrusted personal data.

17.18. [Breaches] The Point agrees to:

- 17.18.1. notify the Customer as soon as it becomes aware of the breach and communicate any further information concerning the breach,
- 17.18.2. ascertain the causes of the breach as soon as possible,
- 17.18.3. take promptly all measures to remedy the adverse effects of the breach and to protect the personal data in an adequate manner against further such events,
- 17.18.4. collect all possible data and documents that may help to establish the circumstances of the incident and to prevent similar incidents in the future, and cooperate with the Client to this end at every stage of the investigation of the case,
- 17.18.5. assist the Controller, as far as possible, through appropriate technical and organisational measures, to comply with its obligation to respond to the data subject's requests in exercising his/her rights as set out in Chapter III of the GDPR,
- 17.18.6. taking into account the nature of the processing and the information available to him/her, assist the controller to comply with the obligations set out in Articles 32 to 36 GDPR.

17.19. [Liability] In the event of a breach of the provisions of this Agreement with respect to the processing of entrusted personal data or the applicable legal provisions in this regard through the sole fault of The Point, The Point shall compensate the Customer for any actual damage that the Customer has suffered as a result thereof and shall reimburse the Customer for any reasonable costs or expenses incurred by the Customer in connection with such breach, provided that such damage, costs or expenses are established by a final court decision.