TERMS AND CONDITIONS OF HELPRATCHET.COM addressed to entrepreneurs (B2B)

§ 1 DEFINITIONS

The terms used in this document have the following meanings:

1. Price List – the price list of Services available on the Website;
2. Business Days – days from Monday to Friday, excluding public holidays in Poland, between 9:00 am and 5:00 pm CET;
3. Days Off – days other than Business Days;
4. Registration Form – the registration form available on the Website which allows the Client to set up a Profile on the Website and to use the Services by successfully filling out the form;
5. Consumer – an entity that is a consumer within the meaning of the Polish Civil Code;
6. Grace Period – the period during which it is possible to restore the use of the Service while maintaining the configuration and data entered by the Client;
7. Trial Period – in general applicable once, unless otherwise indicated on the Website, it is a period indicated on the Website to which the Client is entitled and during which the use of the Services is free-of-charge; it gives the Client an opportunity to become familiar with the Services provided by the Service Provider without having to conclude a paid contract;
8. Settlement Period – a period followed by a settlement for the use of Services which begins on the day of the conclusion of the Contract and ends on the day in the following month corresponding to the first day of the Contract term, and if there is no such day in the following month – on the last day of that month. In such a case, the next settlement period begins on the first day of the next month. The Settlement Period is shortened if the Contract is terminated before the day on which the Settlement Period would end.
9. Package – a respective package offered by the Service Provider in connection with the provision of Services depending on, whichever is greater, the monthly number of orders or the monthly number of active offers or products;
10. Recurring (Recursive) Payments – a payment method which automatically charges the payment card indicated by the Client for subsequent Settlement Periods;
11. Client Profile (Profile) – the space assigned to the given Client in regard to the provision of the Service in the Service Provider's ICT resources which is marked with the Client's individual name (login) and password through which the Client can access the System and perform specific actions as part of using the Service;
12. Terms and Conditions – this document;
13. Website – the website maintained by the Service Provider at HelpRatchet.com, within which the System operates;

14. Technical Specification – technical requirements which must be fulfilled by the Client for the proper provision of Services specified in Appendix 1 to the Terms and Conditions which constitutes an integral part of the Terms and Conditions;
15. System – Software as a service provided to the Client by the Service Provider under this Contract, supporting entrepreneurs in facilitating their online sales through various sales channels specified on the Website;
16. Contract – a contract for the provision of Services concluded through the Website between the Service Provider and the Client on the basis of these Terms and Conditions and the Price List as well as the offer presented on the Website (including, among others, information about Packages), which is of the professional nature for the Client;
17. Services – electronic services provided by the Service Provider to the Client via the Website and based on these Terms and Conditions, consisting in ensuring the Client's access to the System, as well as its proper functioning on the principles set out in the Terms and Conditions;
18. Client – a non-Consumer entity who uses the Services under the Contract for purposes directly related to his/her business or professional activity;
19. Service Provider – HelpRatchet spółka z ograniczoną odpowiedzialnością with its registered seat in Gdańsk, Mariana Kołodzieja 55B/41, 80-180, entered in the register of entrepreneurs of the National Court Register [KRS] maintained by the District Court for Gdańsk, under the KRS number: 0000919366, NIP [Tax Identification Number]; 5833435693, REGON [National Business Registry Number]: 389833253, e-mail: kontakt@helpratchet.com;
20. Technical Support/Support – technical support of the Service Provider in the scope of Services provided during the term of the Contract;
21. Problem Reporting/Report – a message sent by the Client to the Service Provider through an appropriate form available on the Client Profile, in which the Client describes the technical/functional problem related to the Services in order to obtain assistance from the Service Provider.

§ 2 GENERAL PROVISIONS

1. These Terms and Conditions regulate the conditions and the manner of providing services electronically by the Service Provider, as well as the use of these services by the Clients.
2. Due to the nature of the Services, and due to the fact that they are intended to support entrepreneurs in conducting sales activities, the Terms and Conditions and Services are not addressed to Consumers.
3. A device with a web browser, Internet access and an active e-mail are necessary for the use of the Services to be possible. Detailed technical conditions for using the Services can be found in the Technical Specification.

§ 3 USE OF THE SERVICES

1. In order to use the Services, the Client should register on the Website, i.e. set up a Client Profile on the Website, providing the relevant data specified in the Registration Form (including access data to the Website), and accept these Terms and Conditions.
2. When the Client sends the Registration Form by activating the appropriate button upon placing an order, the Contract between the Service Provider and the Client is concluded, after which the Client can use the Services as part of the Trial Period.
3. The Client has the option of concluding a paid Contract after the end of the Trial Period or during its duration which may involve obtaining a discount applied to the first subscription for using the Services. Information about a possible discount will be placed on the Website. Conclusion of such a Contract takes place when the Client upgrades the free-of-charge service to the paid version using the relevant function on the Website, in line with the principles set out in the Terms and Conditions.
4. The Client will be notified about the end of the Trial Period and the possibility of concluding a paid Contract via an e-mail sent to the address assigned to the Client Profile.
5. The Client may use the Services only in connection with the sale of goods (s)he carries out, and the Service Provider does not agree to the use of resources and functions available on the Website for the purpose of the Client's activity that would infringe the Service Provider's interest, in particular consisting in the sale of Services used by the Client under the Contract.
6. The Client is prohibited from using within the Website, System or Services any solutions that automate the use of the Website, System or Services (scripts, bots, robots, etc.), except for solutions which use the official API.
7. If the Service Provider concludes that the Client has violated the above §3 subs. 6, the Service Provider will be entitled to block access to the System by blocking the Client Profile and terminating the Contract without prior notice in accordance with § 6 subs. 4 (b).
8. The Client is prohibited from using the Website in a way that violates the law, good manners, personal rights of third parties or legitimate interests of the Service Provider, as well as disseminating unlawful content.

§ 4 SCOPE OF THE SERVICES

1. As part of using the Services, the Client may use additional functions available on the Client Profile, such as:

1. Order Manager designed for sales management, which allows for handling orders from multiple sales channels, including sending of parcels and invoicing,
2. mass auction option for Allegro, eBay and Amazon for products from the Client's store warehouse or the Service Provider's internal warehouse,
3. possibility of full integration of the online store with Allegro, eBay and Amazon,
4. integration of the Client's store with marketplaces indicated on the Website.

2. Detailed information about the functions of the Services, available System integrations, as well as Packages is available on the Website, especially in the Price List.

§ 5 TECHNICAL SUPPORT

1. During the term of the Contract, the payment for using the Service covers the Client's option to use the Service Provider's remote Technical Support within the scope related to the Services.
2. The Client may use the Technical Support only by sending a Problem Report to the Service Provider via the contact form available on the Client Profile.
3. By reporting an error, the Client indicates the subject of the report by selecting an appropriate option from the list available on the Website.
4. Technical Support is available only to Clients who are not in arrears with due payments for Services.
5. Technical Support includes assistance in removing errors in the System that arose during the Client's use of the Service and apply both to the basic Services and to their functions provided by the Service Provider.
6. Technical Support does not apply to:
    1. elements that are subject to the Client's independent modification (e.g. graphic templates);
    2. errors that arose as a result of the Client's interference in the Service settings, and in particular the System, which are not available to the Client from the administrative panel level visible to each Client after logging into the System, to which the Client obtained access by violating the nature of the Service;
    3. errors resulting from the Client's failure to meet the technical requirements necessary to use the Service indicated in the Contract.
7. The errors can be categorised as follows:
    1. Main Error – results in the unavailability of the System or its main functions for at least 20% of Clients;
    2. Normal Error – any error other than the error listed in (a).
8. In the event that, in a given settlement month, more than 25% of errors reported by the Client are reported in a manner different than specified in subs. 7 or are fictitious, the Client will be required to pay remuneration for the provision of Services by the

Service Provider in connection with these notifications at an hourly rate of PLN 150 net for every initiated hour.

9. Technical Support:
    1. for Main Errors is implemented within:
        - up to 48 hours and consists in minimising these errors or their effects;
        - up to 72 hours and involves removing these errors.
    2. in relation to errors other than those indicated in (a) it is implemented in accordance with the Service Provider's time and technical capabilities, about which the Client will be notified.
10. The Service Provider may qualify the subject of the report, which, in the Service Provider's opinion, is not an error, as a function the implementation of which will be taken into account when developing the Services – in this case, the report is not treated as a basis for calculating the remuneration referred to in subs. 8.
11. Technical Support is provided on Business Days only.
12. In the case of errors reported on a Day Off, the deadline for removing errors begins to run from 9:00 am on the first Business Day following the Day Off on which the error was reported.
13. The Client may use Technical Support beyond the scope indicated in subs. 7 for a fee. The cost of such support, including the estimated cost, is provided by the Client after the Client declares his/her interest in such a service, based on the hourly rate indicated in the Price List before making a decision to order the service.

§ 6 TERM OF THE CONTRACT

1. Contracts for the provision of paid Services are concluded for an indefinite period of time.
2. The Client may terminate the Contract at any time, i.e. delete the Profile permanently by using an appropriate function on the Website.
3. The Service Provider may terminate the Contract with a 7-day notice period, subject to subs. 4. The Service Provider will inform the Client about the termination by sending an e-mail to the address assigned to his/her Profile on the Website.
4. The Service Provider is entitled to terminate the Contract without observing the notice period specified in the Terms and Conditions in the event of:
    1. The Client providing false or incomplete data required in connection with the Contract;
    2. Suspicion or confirmation of the fact that the Client uses the Services in a manner inconsistent with the Terms and Conditions or with the generally applicable provisions of law;
    3. Suspicion that the Client uses the Services in a way that violates third party rights.

§ 7 GRACE PERIOD

1. The grace period begins:
    1. on the first day after the ineffective expiry of the payment deadline indicated on the VAT invoice issued for the use of the Services by the Service Provider,
    2. on the first day after suspending the Client Profile,
    3. on the first day after the end of the Trial Period.
2. The grace period lasts for, whichever is sooner, a maximum of 12 months or until:
    1. the Client reverses the suspension of the service by selecting the appropriate option on the Website,
    2. upgrading free-of-charge Services after the end of the Trial Period to paid Services,
    3. successful payment of the Services if the transition to the Grace Period resulted from the lack of payment for the use of the Services within the time limit indicated on the VAT invoice issued by the Service Provider.
3. The Grace Period is not a period during which the Client can use the full range of Services, but only gives the Client the opportunity to re-use the Services while maintaining the current configuration of the Client Profile and data entered by the Client.
4. At the end of the Grace Period, the Service Provider has the right to permanently delete the Client Profile, which will be equivalent to the termination of the Contract, and, as a result, all data related to the Profile will be deleted.

§ 8 PAYMENTS

1. Detailed information on payments, as well as on the free-of-charge Trial Period, for Services, can be found in the Price List available on the Website.
2. After the end of each Settlement Period during which the Client has used the Services and an obligation to make a payment has arisen on his/her part, the Service Provider will issue and provide the Client with an invoice.
3. If the Client terminates the Contract during the Settlement Period, the Service Provider will issue and provide the Client with an invoice only for the period in which the Client used the Services and the payment obligation has arisen.
4. The invoice is considered to be have been paid when the entire amount indicated on the invoice is credited to the Service Provider's bank account.
5. The Client consents to receiving invoices by the Service Provider via e-mail at the Client's e-mail address assigned to his/her Profile.

6. Using the Client's Profile, the Client can make payments automatically through Recurring Payments, i.e. periodically debiting the Client's bank account with the amount that is due for using the Services in a given Settlement Period.

7. Choosing the option of Recurring Payments is tantamount to automatic payment resulting from the concluded Contract for subsequent Settlement Periods until the Client or the Service Provider terminates the Contract regarding the provision of the Service or until the Client withdraws his/her consent for Recurring Payments via the Client Profile.

8. In the absence of funds on the bank account to which the defined payment card is assigned, the attempt to charge the account will be repeated three times after 3, 10 and 14 days. When the last charging attempt is ineffective, the Grace Period begins in accordance with § 7 of the Terms and Conditions.

9. The Client may cancel Recurring Payments – via the Client Profile – at any time, provided that the cancellation of these payments will not apply to the current Settlement Period.

10. Only payments made using a payment card and online payments are available on the Website. It is not possible to make payments on the Website using a traditional transfer directly to the Service Provider's account.

11. Settlements of payment card transactions and of transaction by online payments are carried out via Dotpay.pl or another payment operator offered on the Website, selected by the Client.

§ 9 COMPLAINTS

1. In the event of any objections as to the functioning of the Services, in particular the System, as well as the provision of Services by the Service Provider, the Client may file a complaint.

2. Complaints should be submitted electronically:
   1. to the Service Provider's e-mail address: kontakt@helpratchet.com or
   2. through the Website using the contact form.

3. In the complaint notification, under pain of leaving the complaint without consideration, the following should be indicated jointly:
   1. the Client's login or e-mail address assigned to him/her on the Website,
   2. subject of the complaint, i.e. reservations regarding the Services,
   3. the complaint settlement method suggested by the Client,
   4. the moment on which the reason for the complaint arose,
   5. the moment of obtaining information on the reason for the complaint referred to in (d).

4. The deadline for filing a complaint is:
   1. within 20 days from the day referred to in subs. 3 (e)
   2. within 60 days from the day referred to in subs. 3 (d).

5. The complaint will be considered within 30 days from the date of submission of the relevant complaint.
6. The Service Provider will forward the response to the complaint to the Customer to the e-mail address assigned to the Client Profile or through the Website, especially the Profile.

§ 10 RESTRICTIONS

1. The Service Provider is liable solely for intentionally caused damage to the Client. Any other liability of the Service Provider towards the Client (including lost profits) is excluded.
2. The Client, as the controller of personal data entered by him/her into the System, is responsible for making and storing backup copies of these data, as well as other content entered by him/her, with the exception of the data in relation to which the Service Provider is the controller.
3. The Service Provider reserves the right to possible breaks or disruptions in the provision of electronic services and in providing of the Website, including the System, caused by modifications, repairs, modernisation, extension or maintenance of the Service Provider's ICT system or software relevant to the functioning of the Services.
4. In each case, the Service Provider makes every effort to limit the negative effects of the technical problems as much as possible and to ensure that technical breaks limit the Client's access to the Services as little as possible.
5. The Service Provider has the right to use the name, website address and logotype of the Client on their websites and in their promotional materials to indicate that the Client uses or has used the Services, unless the Client opposes this.
6. In order to develop and improve the quality of the Services provided, including the System, the Service Provider may use data related to the processing of orders by the Clients using the System (e.g. regarding the number of products, transactions and clients) to make analyses, with the exception of the Clients' clients personal data.
7. The Service Provider may publish the results of the analyses referred to in subs. 6, but only in the form of overall summaries regarding the Clients in a way that prevents recipients of these analyses from assigning data to individual Clients.

§ 11 PERSONAL DATA

1. The personal data of the Client processed in connection with the use of the Website are administered by the Service Provider acting as the controller.

2. The Client is the controller of personal data of data subjects, other than the Client, provided by the Client in connection with the use of the Website. The Service Provider processes data of data subjects other than the Client on the basis of the Personal Data Processing Entrustment Agreement, which constitutes Appendix 2 to the Terms and Conditions.
3. The Client's personal data are processed mainly on the basis of a Contract and for its implementation, in accordance with the principles set out in the general regulation of the European Parliament and of the Council (EU) on data protection (GDPR). Detailed information regarding the processing of personal data by the Service Provider is available in the Website's Privacy Policy.

§ 12 FINAL PROVISIONS

1. The Terms and Conditions are available in Polish, English. The Service Provider has the right to amend these Terms and Conditions on the principles set out in this section.
2. The Service Provider will inform the Clients about the proposed changes no later than within 14 days before their planned entry into force by sending an e-mail to the e-mail address assigned to the Client Profile.
3. The Client's failure to object to the proposed changes and continued use of the Services, despite the Client having been informed by the Service Provider about the changes to the Terms and Conditions, is tantamount to his/her consent.
4. Until the entry into force of the changes, the Client may terminate the Contract with the effect at the end of the current Terms and Conditions.
5. If the Client does not terminate the Contract, however, (s)he objects to the changes – the Contract terminates on the day preceding the day the changes enter into force.
6. All disputes arising under these Terms and Conditions will be resolved before a common court competent for the seat of the Service Provider, based on the provisions of Polish law.

Appendix 1: Technical specification

1. As part of the Services offered at HelpRatchet.com, it is possible to manage Internet sales by:

1. accessing the Seller's Panel available at the web address indicated in the Order,
    2. the ability to transfer products between shared interfaces (e.g., transfer products from the online store database to Allegro and eBay auction platform),
    3. product management in the HelpRatchet product warehouse (an individual warehouse for each Client),
    4. downloading orders from various Sales Channels and their service within the Seller's Panel and order manager.
  2. The use of the Services available at HelpRatchet.com, the following technical requirements are required:
    1. computer equipment and a stable Internet connection,
    2. a modern Internet browser: e.g. Internet Explorer version 11.0 or newer with JavaScript and cookies enabled or Mozilla Firefox version 50.0 or newer with JavaScript and cookies enabled, Google Chrome version 50 or newer with JavaScript and cookies enabled.
  3. The service may not be available on mobile devices. It is necessary to use a modern web browser indicated in point 2a of this specification.

Appendix 2: Personal Data Processing Entrustment Agreement

Personal Data Processing Entrustment Agreement

("Agreement")

concluded between:

a Service User HelpRatchet.com

hereinafter referred to as the Controller

and

HelpRatchet spółka z ograniczoną odpowiedzialnością with its registered seat in Gdańsk (80-180), Mariana Kołodzieja 55B/41, entered in the register of entrepreneurs of the National Court Register [KRS] maintained by the District Court for Gdańsk, under KRS number; 0000919366, NIP number: 5833435693, REGON number: 389833253, e-mail: kontakt@helpratchet.com;,

the provider of the service available at HelpRatchet.com

hereinafter referred to as the Processor,

in connection with the agreement for the provision of Services concluded between the Parties via the Website HelpRatchet.com, consisting primarily of the Controller's support in sales management ("Main Agreement").

§ 1 GENERAL PROVISIONS

1. The Controller declares that (s)he has the status of a controller within the meaning of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as "GDPR", in relation to personal data entered by him/her through HelpRatchet.com website ("Data"), and especially his/her clients' personal data.
2. Under this Agreement, i.e. on the terms and within the scope indicated therein, the Controller entrusts the Processor with Data for processing, and the Processor undertakes to process the Data within the limits specified in the Agreement and generally applicable provisions of law.
3. The Processor processes the personal data only on the Controller's documented instructions.

§ 2 SCOPE OF PROCESSING

1. Data Processing by the Processor will take place only in connection with the performance of the Main Agreement.
2. Under the Agreement, the Processor will process the so-called ordinary data, i.e. which are not the subject to additional regulations.

3. The Data entered by the Controller into the system made available by the Processor as part of the HelpRatchet.com service related to sales management carried out by the Controller will be processed as part of the performance of the Agreement by the Processor. The Processor will process data of the Controller's employees, as well as of the Controller's clients, in particular names and surnames of the clients, addresses of residence/shipping addresses, telephone numbers, e-mail addresses and information on orders placed by these clients.

§ 3 REPRESENTATIONS AND WARRANTIES

1. The Processor ensures that the persons authorised by him/her to process the Data will be obliged to maintain their confidentiality or will be subject to the relevant statutory obligation to maintain their confidentiality.
2. The Processor takes all measures required by applicable law, in particular under Article 32 of the GDPR according to which the Processor implements appropriate technical and organisational measures, taking into account the state of technical knowledge, cost of implementation, the nature, scope, context and purposes of processing, as well as the risk of violation of the rights or freedoms of natural persons with different probability of occurrence and threat scale to ensure a level of security corresponding to this risk.
3. The Controller declares that (s)he has legal grounds for processing Data entered by him/her into the HelpRatchet.com system, and entrusting Data to the Processor will not infringe third party rights.

§ 4 COOPERATION BETWEEN THE PARTIES

1. Given the nature of processing, the Processor helps the Controller, as far as possible, in fulfilling the obligation to respond to the request of the data subject in the exercising of his/her rights under Chapter III of the GDPR.
2. The Processor will assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to the Processor.
3. The Processor provides the Controller with all information necessary to ensure compliance with the obligations laid down in Article 28 of the GDPR and allows the Controller or the auditor authorised by the Controller to carry out audits, including inspections after the date has been agreed upon by the Parties. All inspections will take place during business hours and the Processor's presence.

4. With regard to subs. 3, the Processor will immediately inform the Controller if, in its opinion, an instruction infringes the GDPR or other provisions of European Union law or applicable provisions of the applicable local law concerning data protection.

§ 5 DATA SUB-PROCESSING

1. The Processor complies with the conditions of using the services of another processor resulting from the relevant provisions of law. Subprocessing is subject to an applicable agreement or other legal instrument that is subject to European Union or Member State law.
2. If the Processor subprocesses the data to another processor ("Subprocessor"), this entity will be subject to the same data protection obligations as in the agreement or other legal act between the Controller and the Processor, and in particular the obligation to provide sufficient guarantees to implement appropriate technical and organisational measures to the processing complied with applicable law, in particular the requirements arising from the GDPR.
3. The Processor uses the services of another processor, i.e.

    1. OVH Sp. z o.o.
       ul. Swobodna 1
       50-088 Wrocław
       NIP: 8992520556
       REGON: 933029040

4. ## § 6 TERMINATION OF THE AGREEMENT
    1. This agreement terminates upon the termination of the Main Agreement.
    2. Generally applicable provisions of Polish law and the Terms and Conditions of the HelpRatchet.com Website, available on the Website apply to all matters not covered by this Agreement.
    3. After the termination of the Agreement – depending on the Controller's decision – the Processor deletes personal data processed on the basis of the Agreement or returns any personal data to the Controller, unless the relevant provisions (European Union or national) require it to store personal data.