

TERMS

1. General Provisions

1.1. Introduction

The following Terms ("**Terms**") define the terms and conditions under which HelpRatchet Spółka z ograniczoną odpowiedzialnością [limited company] with its registered office in Gdańsk, at ul. Aleja Grunwaldzka 472, 80-309 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register under KRS Number: 0000919366, District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, NIP [Tax Identification Number]: 5833435693, REGON [National Business Registry Number]: 389833253, share capital 625,000.00 PLN ("**Company**"), provides Users with an application on the responso.com website and provides other services through it.

THE USER SHOULD READ THESE TERMS BEFORE USING THE WEBSITE, APPLICATION, AND SERVICES.

Contact with the Company is possible via e-mail at the following e-mail address: bok@responso.com.

1.2. Definitions

- (1) **Application** – software in the SaaS model (Software as a Service), consisting of a set of instructions, implemented interfaces, and integrated data intended for the computer to achieve the set goals, made available to the User by the Company based on a license and in accordance with the Terms, described in point 2.3.(4) and the Website, offered under the name Responso.
- (2) **Agent** – a person, in particular an employee or associate of the User, to whom the User has provided the Agency Profile. The provisions concerning the User specified in points 3., 5., 7. and 10. apply accordingly to the Agent.
- (3) **Price List** – a document specifying the amount of the Subscription Fee available at <https://responso.com/pl/price list>. The Price List is not an integral part of the Terms.
- (4) **Business Days** – days of the week, except for Saturdays and public holidays in the Republic of Poland.
- (5) **Charging Day** – the beginning of the Settlement Period or the moment of adding a new Agency Profile.
- (6) **External Accounts** – accounts on websites run or managed by third parties related to External Services, created as part of External Services or enabling their management.
- (7) **Website Account** – an account created for the User as a result of their registration on the Website.
- (8) **Settlement Period** – the settlement period selected by the User for use of the Application, being a month or twelve months, specifying the frequency of charging Subscription Fees.
- (9) **Trial Period** – the period indicated on the Website during which the use of the Application is free of charge, allowing the User to get acquainted with the Application; the Company may, at its discretion, extend the duration of the Trial Period for a given User.

- (10) **Subscription Fees** – recurring license fees for using the Application, in the amount resulting from the Terms and the Price List, calculated as specified in point 4.1 as a result of concluding a paid License Agreement or converting a free License Agreement into a paid one.
- (11) **Agency Profile** – a profile created as part of the Website Account, with which External Accounts can be integrated.
- (12) **Enterprise** - means an enterprise within the meaning of the law, and for these Terms also any brand or alias under which the User conducts business activity.
- (13) **Terms** - these Terms of Services.
- (14) **Force Majeure** – an extraordinary external event impossible or almost impossible to predict, the consequences of which could not be prevented, which prevents the proper performance of obligations under the Terms or the Agreement, the occurrence or effects of which prevent or significantly hinder the performance of such obligations, and the cost of security against its effects would be disproportionate to the salvageable benefits. Force Majeure circumstances include in particular (i) flood, drought, fire, earthquake, or other natural disasters, (ii) epidemic, pandemic or epidemic threat, (iii) terrorist attack, cyber attack, including hacker and DDoS attacks, strike, riot, state of emergency, martial law, war, threat of war or preparation for war, civil war, imposition of sanctions, embargo or severance of diplomatic relations, (iv) nuclear, chemical or biological contamination or sonic blast, (v) the enactment of law or action taken by a government or public authority, including the prohibition or failure to provide necessary consent or permission, (vi) building collapse, fire, flooding or explosion, (vii) failure or unplanned interruption of third-party IT systems or services.
- (15) **Payment Date** – the day preceding the Charging Day.
- (16) **Agreement** – Agreement for No-Login Access to the Website, Agreement for Providing a Website Account, License Agreement (for the Trial Period or an indefinite period), Personal Data Processing Agreement, jointly or separately, depending on the case.
- (17) **License Agreement** – the agreement referred to in point 2.3.(1).
- (18) **Agreement for No-Login Access to the Website** – the agreement referred to in point 2.1.(3).
- (19) **Personal Data Processing Agreement** – an agreement with the content specified in Appendix No. 1 to the Terms, constituting its integral part.
- (20) **Agreement for Providing a Website Account** – the agreement referred to in point 2.2.(3).
- (21) **External Service** – a service offered or made available to the User by a third party. External Services are, in particular, sales platforms (Allegro, Amazon, eBay, etc.), Internet services (Google, etc.), social media (Facebook, Instagram, etc.).
- (22) **Website** – the website managed by the Company, operating under the address responso.com.
- (23) **Service** – a service offered by the Company under the Agreement
- (24) **User** – a person concluding an Agreement with the Company who is not a consumer within the meaning of the law applicable to the Terms.

1.3. The Rules of Interpretation

The titles of individual editorial units used in the Terms are included herein for convenience and reference only and will not be relevant for the interpretation of the Terms.

1.4. Assurances of the User and their Representatives

- (1) The User is obliged to comply with the provisions of these Terms and the concluded Agreements. By concluding the Agreement, the User declares and warrants that they have read the content of these Terms and its appendices; they are entitled to conclude a valid and effective Agreement. In addition, if the Agreement is concluded by a person acting on behalf of and for the User, this person represents and warrants that they are authorized to represent the User when concluding each of the Agreements, and their authorization to represent the User has not expired.
- (2) The Terms and Services are addressed only to Users who are entrepreneurs within the meaning of the applicable law, having full legal capacity, purchasing Services and access to the Application as directly related to their business or professional activity, in particular, those conducting online sales. By accepting the Terms, the User declares that they have the status of an entrepreneur and full legal capacity, and the Agreement is of a professional nature for them, which results in the exclusion of the User's consumer rights.

2. Description of the Services and Rules for Ordering Them

2.1. The Website

- (1) The Website is an information platform about the Application and allows you to order and use the Application via a Website Account. The Website is made available at any time in the state in which it is at the given time, which applies to both the availability of the Website and its functionality. The Company does not guarantee the availability of the Website or its functionality. The Company makes every effort to improve the website and increase its functionality.
- (2) Users can browse the content of the Website and use it without logging in. Access to some of the resources of the Website, its content, or functionality requires setting up a Website Account and logging in to it, and access to the Application by additionally ordering them. Using the Website without logging in is free of charge.
- (3) Upon entering the Website, the User concludes with the Company a time-specified Agreement for No-Login Access to the Website. Under the Agreement for No-Login Access to the Website, the User may browse the Website and use its functionalities to the extent that it is available without logging in to the Website Account. The Agreement for No-Login Access to the Website is terminated when the User leaves the Website, in particular when the window or tab with the Website's page is closed in the browser.

2.2. Registration on the Website

- (1) In order to create a Website Account, the User should register via the registration form available on the Website. Registration requires providing an e-mail address and a password identifying a given User Account and enabling to log in to it later, and also providing other data necessary to complete the registration specified in the registration form. The completion of the registration process requires integration of the Application with the External Service.

- (2) After registration, the User may be asked to provide more data, in particular, to settle the Subscription Fees.
- (3) By registering and creating a Website Account, the User concludes with the Company an Agreement for Providing a Website Account for an indefinite period, a License Agreement, and the Personal Data Processing Agreement. Based on the "**Agreement for Providing a Website Account**" the User may use the Website and its functionalities available after logging in to the Website Account. The Website Account is used, in particular, to manage the Application, and failure to activate the Application may result in limiting the functionality of the Website Account.
- (4) During the term of the License Agreement in the free version, the User may have only one Website Account, otherwise, the Company may suspend the User's access to some or all such Website Accounts or delete such accounts.

2.3. The Application and Application License

- (1) The Application is made available to the User based on a territorially unlimited, non-exclusive license to use the Application for its intended purpose, without the right to grant further licenses (without prejudice to the Agents' rights) ("**License Agreement**"). The license entitles the User to temporarily multiply the Application in its entirety with an electronic device by displaying and using it for customer service purposes. The license may be paid or free, as described below.
- (2) The License Agreement is initially concluded for a Trial Period, by registering and creating a Website Account. The Application License during the Trial Period is granted free of charge. During the Trial Period, the User should in particular verify the functionality of the Application and the benefits of its use in the User's business.
- (3) Before the end of the Trial Period, the User should choose between a paid and free version of the Application, with the proviso that the scope of functionality of the Application made available in the free version after the Trial Period is limited. The version is selected via the Website Account, and the selection of the paid version also requires (i) the User to select a subscription plan, according to which Subscription Fees will be charged for using the Application, and (ii) connecting a payment or credit card or choosing, if the Company provides such a possibility, another method of paying the Subscription Fees from among those indicated on the Website. If the Application version is not selected, the License Agreement will be continued after the end of the Trial Period free of charge for an indefinite period. The User may at any time order a paid license for the Application via the Website Account as specified in this point (3), which results in transforming the License Agreement into a paid agreement.
- (4) The Application is a software dedicated to professional entities from the e-commerce industry and designed to facilitate the service of the User's clients by automating this service, in particular, by the possibility of integration with the Agency Profile of External Accounts and managing External Accounts through it. The Application allows for the integration of External Accounts with the Agency Profile, however, it does not replace these accounts or External Services. The availability and usability of the Application depends, in particular, on the availability and proper functioning of External Accounts and External Services. In the free version, after the Trial Period, the functionality of the Application is limited. The Company may also provide the Application with specific functionalities that can be extended through separately offered and licensed add-on modules. The detailed scope of functionality of individual versions of the Application and optionally additional modules is specified on the Website.
- (5) Access to the Application during the Trial Period is granted to the User at the moment of creating a Website Account. The activation of the Application after the Trial Period in the free version takes place at the end of the Trial Period or the selection of such a version of the

License Agreement, and if the paid version is selected, at the time of charging the Subscription Fee in advance for a given Settlement Period, unless the Company decides otherwise.

- (6) The Application is made available to the User each time in the basic configuration. The User's obligations include creating further Agency Profiles and integrating Agency Profiles with External Accounts. Following the fair use policy, the Company may specify a maximum number of External Accounts that may be integrated with a given Agency Profile.
- (7) As part of the Application, the User may create Agency Profiles as part of their Website Account and make them available to Agents of their choice, also specifying the scope of the Agents' rights (administrator or agent). Assigning administrator rights to the Agency Profile allows the Agent who uses it to manage the Application in the same way as the User, including deleting or creating other Agency Profiles, which may affect the amount of the Subscription Fees. The User ensures that every person to whom they have given access to the Agency Profile with assigned administrator rights is duly authorized and may take any action with binding effect for the User, including modifying the Application settings or expressing appropriate consents. Creating Agency Profiles, particularly ones with administrator rights, cannot constitute further distribution (sublicense) of the Application. The User bears sole and full responsibility for the consequences of providing access data to the Service to third parties.
- (8) As part of providing access to the Application, the Company indicates that data obtained through integration with External Accounts (particularly platforms such as Amazon, Allegro), and other systems integrated with the Application—is stored on servers used by the Company. In order to ensure data processing security and system continuity, the Company performs technical data backups in accordance with applicable security standards, and the principles of data integrity and availability. These backups are technical in nature and are used solely to ensure uninterrupted operation of the Application and to protect data against loss. At the same time, the Company does not perform backups of data collected, received, or transmitted solely within External Accounts, to which the Application only gains access upon the User's request. All such data is stored exclusively within the External Accounts.
- (9) Some elements of the Application marked as "BETA" or similarly may be made available to all or some Users in the production and testing phase, which means that such an element of the Application (a) may not work properly, (b) has reduced or limited functionality, (c) may lack some functions, (d) may be removed from the Application at any time by the Company, for which the Company will not bear liability. Elements of the BETA version of the Application are not completed but have been made available to Users earlier, which is intended to allow Users to test it early before it is officially released.

2.4. Promotions

The Company may conduct promotional campaigns regarding the Services and Applications, including offering the Services and access to the Application on preferential terms (with free-of-charge periods or with discounts).

2.5. The License

The User grants the Company a free license, unlimited in time or territory, based on which the Company has the right to use the logo, names (brands), company name, website address, and trademarks belonging to the User who concluded the Agreement for Providing a Website Account, to indicate that the User uses or has used the Services or Applications. The License expires if the User, in writing or via e-mail to the e-mail address, submits to the Company an objection to the use of the above-mentioned rights or objects.

3. Use of Services

3.1. The Technical Requirements for Using the Services and Applications

To use the Services and Applications effectively, the User should have a device with Internet access and a properly configured web browser (latest version of MS Edge, Mozilla Firefox, Chrome, or Safari), an e-mail address, and, if using the Application, also access to External Accounts in a way that allows their integration with the Agency Profile.

3.2. The Rules for Providing and Using the Services and Applications

- (1) The Company provides the Services and makes the Application available with due diligence, striving to ensure the availability of the Service and Application continuously and uninterruptedly.
- (2) In some situations, the Services and Application may be unavailable or their functionality may be limited, in particular, as a result of failures and work to remove them. The unavailability or limited functionality of the External Account does not constitute grounds for considering that the Service or Application is unavailable or limited in terms of functionality.
- (3) The Company may carry out maintenance works, including removing failures or preventing their occurrence, which may result in a temporary limitation of functionality or suspension of the Services or Applications. The Company will inform the User about the date of maintenance works via the Website (Website Account). The time of limiting the functionality or unavailability of the Service or Application in the scope specified above is included in the Subscription Fee and the occurrence of such limitations does not affect its amount.
- (4) The User may use the Services and Applications only for lawful purposes and according to best practices. The User bears sole and full responsibility for how the Services and Applications are used, as well as for all actions and omissions of the User and the Agents, including violations of legal provisions, decency, and third-party rights.
- (5) The User and Agents are prohibited from providing unlawful content.
- (6) Users and Agents should keep confidential the login details for the Website Account, in particular, the password. The User is solely responsible for the consequences of providing this data to third parties.
- (7) Active logging into a given Website Account or Agency Profile can be made only from one device, i.e. it is not possible to log in to one Website Account or one Agency Profile from several devices unless the Company decides otherwise.
- (8) The Company may limit the functionality of the Service or Application if the User takes the actions referred to in point 3.3. The Company will immediately inform the User about the limitation of functionality via the Website Account or a message sent to the e-mail address provided during registration. The Company may also suspend the User's access to the Website Account, and the Agent's access to the Agency Profile, if, respectively, the User or Agent violates the provisions of the Agreement or these Terms.
- (9) The User must comply with the legal provisions relating to the rules of using the Services and Applications. In particular, they should refrain from violating the rights of the Company, other Users, or third parties. It is forbidden to copy or distribute the content of the Website.

3.3. Prohibited Actions

The Services and Application may not be used for:

- (1) providing unlawful, pornographic, racist, defamatory, or slanderous content to specific persons, institutions, communities, nationalities or nations, violating decency or the rights of third parties, inciting or facilitating the commission of prohibited acts,
- (2) violating any applicable laws, regulations, or decisions of competent authorities,
- (3) conducting legally regulated activities without obtaining a relevant concession, license, permit, or fulfilling other requirements resulting from applicable laws, regulations, or decisions of competent authorities,
- (4) conducting criminal activity, including committing a prohibited act,
- (5) money laundering or terrorist financing,
- (6) attacking any computers, systems, or networks, including those belonging to the Company, hack attacks or take other similar actions,
- (7) generating traffic aimed to block Services or Applications, other services, servers or systems,
- (8) infringing the rights of third parties, including the intellectual property rights of such persons,
- (9) disrupting the operation of other services, including the Application made available to other Users,
- (10) the distribution of unsolicited commercial information, as well as content constituting spam or chain letters,
- (11) taking any action to encourage or promote any action prohibited under these Terms.

3.4. Analytical Data

To develop and improve the quality of the Services provided, including the Website, and the operation of the Application, the Company may use data on how the Services or Application are used by Users (e.g. on the number of messages, transactions, and customers), except for the personal data of Users' clients. The Company may publish the results of analyses only in the form of aggregate summaries of Users, in a manner that prevents the recipients of these analyses from identifying or assigning data to individual Users.

4. Subscription Fees

4.1. Subscription Fee Amounts

- (1) The amount of Subscription Fees for the Application or its additional modules is specified in the Price List. The Price List specifies the subscription plans differentiated in terms of the amount of the Subscription Fees and the functionality of the Application, as well as the length of the Settlement Period, which may be monthly or annual. The selection of the subscription plan and the length of the Settlement Period is made by the User via the Website Account. Changing the subscription plan or the length of the Settlement Period requires the consent of the Company.

- (2) Subscription Fees are calculated and collected in advance for a given Settlement Period, subject to point 4.1.(4).
- (3) Subject to the provisions of points 4.1.(4) and 4.1.(5), the total amount of Subscription Fees for a given Settlement Period is the product of the Subscription Fee rate resulting from the Subscription Plan selected by the User specified in the Price List and the number of Agency Profiles created by the User under the Website Account at the beginning of the Settlement Period, while the Website Account is also a separate Agency Profile.
- (4) If the number of Agency Profiles increases during the Settlement Period, the Subscription Fee shall be charged and collected at the time of adding each new Agency Profile in the amount resulting from the following formula:

$$A = \frac{B}{C} \times D$$

where: **A** – the amount of the Subscription Fee for each new Agency Profile created, **B** – the number of days left to the end of the Settlement Period, including the day on which a new Agency Profile was created, **C** – the number of days in the Settlement Period, **D** – the amount of the Subscription Fee rate resulting from the subscription plan selected by the User and specified in the Price List.

- (5) Reducing the number of Agency Profiles during the Settlement Period or termination of the License Agreement before the end of the Settlement Period, regardless of the reason, does not entitle the User to demand reimbursement of the Subscription Fees by the Company, either in whole or in part.

4.2. Subscription Fee Payment Methods

- (1) The Subscription Fees are paid as specified on the Website. The basic method of payment is by charging the debit or credit card connected by the User with the amount of Subscription Fees, while the settlement of card transactions is carried out via Stripe.com or another payment operator selected by the Company and indicated on the Website. The Company may enable Users to pay the Subscription Fees differently, in particular, by adding additional payment options.
- (2) By connecting a debit or credit card, the User declares that they are its legal holder and entitled to consent to charge it with Subscription Fees.
- (3) The debit or credit card connected by the User will be charged the Subscription Fees on the Charging Day. The User is obliged to ensure that the debit or credit card connected by them on the Charging Day has sufficient funds to cover the full amount of the Subscription Fees charged. If on the Charging Day, the balance of funds on the debit or credit card connected by the User does not allow to charge the full amount of the Subscription Fees, the order to charge the card may be repeated on subsequent days.
- (4) If the Subscription Fee is paid in a manner other than by charging the debit or credit card connected by the User, the User is obliged to pay the Subscription Fee no later than before the expiry of the Payment Date, and the deadline is deemed to have been met when the funds are credited to the Company's bank account.
- (5) Subscription Fees will be documented with VAT invoices. The User agrees to receive VAT invoices in electronic form via the Website Account.

4.3. External Services Costs

The Subscription Fees do not include or cover the costs of External Services. The Company is also not obliged to incur or cover them. The User should be aware that the use of the Application may increase the costs of External Services incurred by them.

1.1. Third-Party Services

When providing the Services and making the Application available, the Company uses services provided by third parties, which may be subject to restrictions or changes in parameters due to their greater use. The Subscription Fees include the cost of such services, provided that the use of the Services or Application is standard and not excessive. The Company will make every effort to ensure that restrictions and changes in the parameters of services provided by third parties do not adversely affect the functionality of the Services and Applications. However, if the User exceeds the norm in using the Services or Applications, the Company may notify them of this fact and warn them that further use of the Services or Applications in this way will result in charging additional fees from the next Settlement Period. Failure to change the way of using the Services or Applications as suggested by the Company and the simultaneous continued use of the Services or Applications will be considered as the User's consent to charging additional fees.

5. Technical Support

5.1. Reports

- (1) The Company provides the User with free technical support regarding the Website Account and the Application, including the removal of failures and other disruptions in their operation. As part of technical support, the Company does not provide support for:
 - (a) elements that are subject to self-modification by the User or Agent, including the configuration of External Accounts and External Services,
 - (b) errors that arose as a result of the User's or Agent's interference in the settings of the Website Account or in the Application, which are not available to them from the Website Account or the Agency Profile after logging in, to which they gained access by violating the provisions of the Agreement or these Terms,
 - (c) errors resulting from failure by the User or the Agent to meet the technical requirements indicated in the Terms.
- (2) The User may report a failure or other disruption of the Website Account or the Application via the chat available on the Website Account or by e-mail to the following address: bok@responso.com. The person submitting the report should describe in detail the irregularities in the operation of the Website Account or the Application and provide any other information relevant to determining the causes and removal of the failure or other disruption of the Website Account or Application. The condition for submitting a report for execution is the lack of arrears in the payment of Subscription Fees on the part of the User.

5.2. Handling Reports

- (1) Technical support is provided only on Business Days between 9:00 a.m. and 5:00 p.m. (UTC+01:00). If the report was received by the Company within the above-mentioned period, the report shall be deemed received at the moment of its receipt by the Company. In other

cases, the moment of receipt of the report is deemed to be 9:00 a.m. (UTC +01:00) on the Business Day immediately following the date of receipt of the report by the Company.

- (2) The User is obliged to cooperate with the Company to the extent necessary to remove failures or other disruptions in the operation of the Website Account or the Application.

5.3. Additional Fees

- (1) If in a given Settlement Period more than 25% (twenty-five percent) of errors reported by the User are reported contrary to point 5.1.(2) or are fictitious, the processing of each subsequent report will depend on the payment of an additional fee in the amount depending on the expected number of hours of processing the report and the hourly rate of EUR 50.00 (fifty euro) net for each commenced hour, and its payment will condition the processing of the report. The Company will inform the User about the exact amount of the fee via the Website Account. If the report turns out to be justified, the additional fee will be returned by bank transfer to the bank account indicated by the User in writing or via the Website Account.
- (2) The Company may also, based on separate arrangements with the User and for a separate fee, provide technical support beyond the scope indicated in this point 5. The cost and terms of such support will be provided by the Company after the User has expressed interest in such a service.

6. Personal details

The controller of the User's personal data provided when using the Services or Application is the Company. The details of the processing of personal data by the Company as their controller are set out in the Privacy Policy available on the Website. The controller of personal data of persons other than the User and provided by the User in connection using the Services or Application is the given User. The processing of data concerning such persons by the Company takes place based on the Personal Data Processing Agreement, which is **Appendix No. 1** to the Terms.

7. Liability

7.1. The Company's Liability

- (1) The Company is not liable for:
 - (a) damages caused by Force Majeure,
 - (b) acts or omissions of third parties for whose acts or omissions the Company is not responsible, in particular, for the consequences of crimes and other violations of law, decency, or rights of other persons committed by these third parties,
 - (c) status, operation, functionality, and configuration of External Accounts and External Services,
 - (d) temporary or permanent unavailability of the Service or Application, if the unavailability is caused by the action or omission of third parties for whose actions or omissions the Company is not responsible,
 - (e) use of login details and passwords by third parties, if these persons came into possession of these data as a result of their disclosure by the User or Agent or as a result of

insufficient protection of information by the User or Agent against access by such persons,

- (f) malicious software (viruses, etc.),
 - (g) data and content sent or received by the User or Agent, in particular, via External Accounts,
 - (h) violation by the User of the provisions of the Agreement or these Terms.
- (2) The Company is not responsible for lost, undelivered, delayed, or incorrectly delivered data sent or received using the Application from External Accounts. The Company does not save or archive such data and any recovery of them by the User is not possible.
- (3) The Company's liability towards the User for non-performance or improper performance of an Agreement other than the License Agreement is excluded to the fullest extent permitted by law. The Company is not responsible for lost profits (*lucrum cessans*), and in terms of actual damage (*damnum emergens*) is liable only if the damage was caused by willful misconduct or gross negligence on the part of the Company.
- (4) The Company's liability towards the User for non-performance or improper performance of the License Agreement does not include liability for lost profits (*lucrum cessans*), and in terms of actual damage (*damnum emergens*) is limited to an amount equal to three times the last monthly Subscription Fee actually paid by the User or the pro-rated value of the annual Subscription Fee for 3 (three) months.

7.2. User Liability

- (1) The User is liable for the use of the Service and Application by third parties to whom they have made the Service or Application available, including in particular Agents.
- (2) In the event of a third party, body, or institution making a claim or demand against the Company related to the Service provided or the Application made available to the User, the User is obliged to cooperate with the Company to the extent necessary. The User is also obliged to take part in amicable, complaint, court, arbitration, security, or enforcement proceedings pending against the Company in connection with the Service or Application provided to them, and to release the Company from liability in this respect and to cover any costs and expenses incurred as a result by the Company.

7.3. Suspending the Service or Application

- (1) The Company may suspend providing the Service or access to the Application if:
- (a) the User, Agent, or other person to whom the User or Agent has provided the Service or Application has breached the provisions of the Agreement or these Terms or there is a reasonable suspicion of breaching them,
 - (b) the User's data provided when creating a Website Account are or there is concern that they are untrue or incorrect,
 - (c) It has received a decision or judgment of a competent court or authority obliging it to suspend providing the Service or access to the Application, or when such an obligation results directly from the provisions of law.

- (2) The Company may also suspend providing the Service or Application if the User is delayed in paying any amount due, including due to failure to ensure the appropriate balance of funds on the connected debit or credit card.
- (3) The Service Provider will immediately inform the User about suspending the provision of the Service or access to the Application via the Website, e-mail to the User's address provided on the Website, or a separate administration panel enabling the management of the Services.
- (4) Resuming the Service is possible after the reasons for which it was suspended cease to exist.
- (5) The Company is not liable to the User in connection with the suspension of providing Services or access to the Application for the reasons specified above.

7.4. Proceedings in the Event of Force Majeure

In the case of a Force Majeure event occurring, the party to the Agreement under its influence is obliged, if possible, to immediately notify the other party of such a situation and take actions aimed at restoring the performance of a given Agreement as soon as possible in the manner provided for therein.

7.5. Redirects to External Services

Using the Services and Applications may require temporary redirects to External Accounts, External Services, or other websites or Internet services. The transfer to the External Account, External Service, other website, or service is the sole responsibility and risk of the User.

8. Complaints

- (1) The User may submit a complaint in connection with non-performance or improper performance of the Agreement, including, in particular, improper operation of the Website Account, other Service, or Application. The complaint should be submitted via e-mail to the e-mail address: bok@responso.com. In the complaint report, under pain of leaving the complaint unprocessed, the User should provide the subject of the complaint, the moment of occurrence of the reason for the complaint, and the moment of obtaining information about the reason for the complaint, specifying the preferred method of bringing the Service or Application into compliance with the Terms, identification data and contact details of the User lodging the complaint and e-mail address to which the response to the complaint is to be sent.
- (2) The Company will process the complaint within 30 (thirty) days from the date of its receipt and will send a response to the complaint via e-mail to the address provided in the complaint, and if it is not provided – via the Website Account, via e-mail to the User's e-mail address assigned to the Website Account or another e-mail address known to the Company, including the e-mail address provided during registration.
- (3) The deadline for submitting a complaint expires after 60 (sixty) days from the occurrence of the reason for the complaint or after 20 (twenty) days from the moment of obtaining information about the reason for the complaint - whichever occurs first.

9. Termination of the Agreement

9.1. General Provisions

- (1) Each of the parties to the Agreement may terminate a given Agreement (except for the Agreement for No-Login Access to the Website), as a result of which it expires at the end of the Settlement Period.
- (2) Each of the parties to the Agreement may also terminate the Agreement without notice in the event of a gross violation by the other party of the provisions of these Terms, in particular, the obligation to pay Subscription Fees, after first summoning the other party to cease violations and remove their effects within 7 (seven) days from receipt of the summons. The Company may make the request referred to above, via the Website Account, via e-mail to the User's e-mail address assigned to the Website Account or another e-mail address of the User known to the Company, including the User's e-mail address indicated during registration. The User should request in writing to the address of the Company's registered office or via e-mail to the following e-mail address: bok@responso.com.
- (3) Termination of the Agreement by the User takes place in writing to the address of the Company's registered office, via e-mail to the e-mail address: bok@responso.com, or by deleting the Website Account. Termination of the Agreement by the Company takes place via e-mail to the User's e-mail address assigned to the Website Account or another e-mail address of the User known to the Company, including the User's e-mail address indicated during registration.

9.2. The Consequences of Terminating the Agreement

- (1) Termination, dissolution, or expiration of the Agreement for providing access to the Website Account is tantamount to termination, dissolution, or expiration of the License Agreement and the Personal Data Processing Agreement.
- (2) Termination, dissolution, or expiration of the License Agreement is tantamount to the termination, dissolution, or expiration of the Personal Data Processing Agreement.
- (3) Termination, dissolution, or expiration of the Personal Data Processing Agreement is tantamount to the termination, dissolution, or expiration of the License Agreement.
- (4) Upon the dissolution or expiration of the License Agreement, the User loses access to the Application, including Agency Profiles, which may be removed by the Company without any separate notification. Upon the dissolution or expiration of the Agreement for providing access to the Website Account, the User loses access to the Website Account, which may be deleted by the Company without any separate notification. The Company is not obliged to make a backup copy of the Agency Profile data or the Website Account.

10. Final Provisions

10.1. Law and Jurisdiction

- (1) The Agreements and these Terms are subject to Polish law.
- (2) If any provision of the Terms is declared invalid by a final judgment of a court or other state authority, in whole or in part, the remaining provisions of the Terms remain in force.

- (3) The court competent for the settlement of disputes arising from or related to the Agreement is the court competent for the registered office of the Company.

10.2. Amendments to the Terms

- (1) The Company reserves the right to amend these Terms and the Price List, in particular, for reasons related to changes in the law, changes in the technical conditions for the provision of Services and access to the Application, or updates of the Subscription Fees.
- (2) The Company will inform the User who has a Website Account about the amendment to the Terms by providing them with a new consolidated text of the amended Terms, via an announcement published on the Website or via e-mail to the User's e-mail address assigned to the Website Account or another e-mail address of the User known to the Company, including that indicated during registration, and the amendments to the Terms come into force 14 (fourteen) days later, subject to the provisions of the next sentence. Within 14 (fourteen) days of receipt of the above documents, the User has the right to terminate the Agreement (Agreements) binding them with the Company in compliance with a notice period. In the event of termination, the User shall be bound by the current content of the Terms. In the event of failing to provide notice of termination, after the expiry of the above-mentioned period, the User is bound by the amended content of the Terms.
- (3) The Company will inform the User who has a Website Account about the change to the Price List via an announcement published on the Website or via e-mail to the User's e-mail address assigned to the Website Account or another e-mail address of the User known to the Company, including that indicated during registration, and the changes to the Price List come into force no earlier than 14 (fourteen) days after the Company sends information about the change of the Price List, subject to the provisions of the next sentence. Prior to the Settlement Period in which the change to the Price List becomes effective, the User has the right to terminate the Agreement (Agreements) connecting them with the Company. In the event of termination, the User shall be bound by the current Price List. In the event of failing to provide notice of termination, after the expiry of the above-mentioned period, the User is bound by the changed Price List.
- (4) Users who do not have a Website Account and use the Website without logging in will be informed about changes to the Terms or the Price List by making their current versions available on the Website.

Appendix No. 1 – Terms of the Personal Data Processing Agreement

Personal Data Processing Agreement

This Personal Data Processing Agreement ("**Agreement**") was concluded between:

the User within the meaning of the Terms ("**Controller**")

and

HelpRatchet Spółka z ograniczoną odpowiedzialnością [limited company] with its registered office in Gdańsk, ul. Aleja Grunwaldzka 472, 80-309 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register under KRS Number: 0000919366, District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, NIP [Tax Identification Number]: 5833435693, REGON [National Business Registry Number]: 389833253, share capital 625,000.00 PLN, ("**Processor**")

The Controller and the Processor are jointly referred to as the "**Parties**", and each individually as the "**Party**".

§ 1 THE SUBJECT OF THE AGREEMENT

1. The subject of the Agreement is entrusting the processing of personal data pursuant to Article 28(3) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (OJ EU. L. of 2016 No. 119, p. 1 as amended) ("**GDPR**").
2. The Processor undertakes to carry out personal data processing on behalf of the Controller only for the purpose, scope, and on the terms set out in this Agreement.
3. Capitalized terms not otherwise defined in this Agreement have the meaning given in point 1.2. of the Terms.

§ 2 THE SCOPE OF ENTRUSTING THE PROCESSING

1. The Controller entrusts the Processor with the processing of personal data to the extent arising from the services provided by the Processor as part of the Website, licenses for the Application, or other services, in particular through the processing of data relating to the Controller's Agents, clients and contractors in order to ensure the functionalities of the Website and Application used by the Controller. and the availability of services provided by the Processor.
2. The Processor is authorized to perform the following processing of entrusted data: recording, organizing, ordering, storing, adapting or modifying, downloading, viewing, using, disclosing by sending, disseminating or otherwise making available, matching or combining, limiting, deleting or destroying. The scope of processing operations depends on the Controller's instructions, issued as a rule by using the functionality of the Website and Application.
3. The Processor processes the entrusted personal data in order to implement the provisions of the Terms and other agreements between the Parties, in particular the License Agreement, to the extent that data processing on behalf of the Controller is necessary for their implementation. In the remaining scope, as part of the cooperation, the Parties remain separate Controllers.
4. This Agreement applies accordingly to cases where the Controller is the processor of entrusted personal data - in this case, the Processor becomes a further processor.

§ 3 PROCESSING ONLY ON THE DOCUMENTED COMMAND OF THE CONTROLLER

1. The processing of personal data to the extent exceeding § 2 requires an amendment to this Agreement.
2. The provisions of sec. 1 do not apply to situations where the Processor acts to fulfill an obligation imposed on it by European Union law or the law of a Member State to which the Processor is subject, and the fulfillment of this obligation cannot be reconciled with the provisions of this Agreement.
3. In the situation referred to in Sec. 2, before the processing begins, the Processor informs the Controller of this legal obligation, unless the law prohibits the provision of such information.

§ 4 OBLIGATION OF SECRECY

1. The Processor authorizes only those members of its staff who are necessary to perform this Agreement to process the entrusted personal data.
2. The Processor ensures that the persons referred to in Sec. 1:
 - a) processed the personal data in accordance with the need-to-know principle,
 - b) committed themselves to secrecy or are subject to an appropriate statutory obligation of secrecy.

§ 5 SECURITY OF PROCESSING

The Processor ensures the implementation of appropriate technical and organizational measures to ensure compliance of processing with the GDPR, including the level of security of processing corresponding to the risk of violating the rights or freedoms of data subjects. The Processor informs the Controller about the security measures by indicating and updating them as part of Appendix A

§ 6 FURTHER ENTRUSTING OF PROCESSING

1. In order to perform this agreement, the Processor may use the services of further processors. The Controller gives general consent for the Processor to use the services of other processors that are suppliers, subcontractors, or partners of the Processor in connection with the implementation of the Terms or other agreements specified in Appendix B.
2. The Processor will notify the Controller of any intended changes regarding the addition or replacement of further processors by updating Appendix B. The Controller may object to such changes within 5(five) days of receiving the notification.
3. The use of the services of a further processor is allowed only based on an agreement that imposes on this entity the same data protection obligations that the initial Processor is subject to under this agreement.
4. Where that further processor fails to fulfill its data protection obligations, the initial Processor shall remain fully liable to the Controller for the performance of that further Processor.
5. The Controller authorizes the Processor to grant authorizations, and issue instructions and commands within the meaning of Article 29 of the GDPR for further processors.

§ 7 TRANSFER OF PERSONAL DATA

1. To the extent covered by a valid legal basis, the Processor may transfer or authorize the transfer of entrusted personal data outside the European Economic Area.
2. In the event of data transfer to third countries, in the absence of the decision referred to in Article 45(3) of the GDPR, an adequate level of protection should be ensured through the solutions

specified in Article 46 of the GDPR, in particular, through standard contractual clauses adopted by the European Commission.

§ 8 RESPONDING TO DATA SUBJECT REQUESTS

1. At the request of the Controller, the Processor applies organizational and technical measures that enable the Controller to fulfill the obligation to respond to the requests of the data subject. As a rule, the Controller has the option of fulfilling its obligations through the Website.
2. If the Processor receives a request regarding the exercise of the rights of the data subject, the Processor shall inform the Controller about it. When providing information, the Processor provides the sender's data and the content of the request without undue delay.

§ 9 DELETION OR RETURN OF PERSONAL DATA

1. After the end of the provision of the services and the validity of the license referred to in § 2 sec. 3, the Processor deletes all the personal data and deletes all existing copies thereof, unless European Union or Member States law requires the storage of personal data.
2. Until the end of this Agreement and the deletion of data by the Processor, the Controller may download the entrusted data from the Website.

§ 10 REPORTING

1. At the Controller's request, the Processor provides the information necessary to perform or demonstrate compliance with the obligations under Article 28 and Articles 32-36 of the GDPR.
2. If the Processor detects a data protection breach, it reports it to the Controller within a period that enables the Controller to meet the statutory deadlines for reporting data protection breaches.

§ 11 INSPECTIONS

1. In order to verify the fulfillment of obligations under this agreement, the Controller has the right to inspect the extent that the Processor processes the data entrusted by the Controller in the manner specified in this § 11.
2. The Controller may exercise the right to inspect during the Business Day of the Processor, provided that it notifies the Processor of such intention at least 5 Business Days before the proposed date of the inspection. After receiving notification of the planned inspection, the Processor has the right to set a different date, but not later than 10 (ten) Business Days from the date proposed by the Controller.
3. The Controller may exercise the right to control itself or by an authorized person not more often than once every 12 (twelve) months, and in the event of an incident - after prior arrangement of the date with the Processor.
4. The inspection may be carried out only to the extent that it includes the control of relevant documentation and the right to obtain the necessary explanations regarding the implementation of its provisions, and only to the extent that it does not require access to electronic and IT systems and devices that the Processor uses to provide Services and share Applications and premises used by the Processor, because these resources may also process other personal data not covered by the entrusting relationship.
5. All information and documents that will be made available to the Controller or a third party authorized by it in connection with the inspection are confidential and may constitute a trade secret of the Processor ("**Confidential Information**").
6. The Controller is obliged to keep such Confidential Information confidential, in particular:

- a) refrain from disclosing Confidential Information to third parties without the prior express consent of the Processor;
 - b) will not use the Confidential Information for purposes other than auditing, provided for in this Agreement or the GDPR.
7. The Controller will be obliged to provide the Processor with a written commitment of the third party, whom it authorized to carry out the inspection, to maintain confidentiality with regard to the Confidential Information to the extent specified above. The Processor has the right to refuse to provide answers and access to a third party authorized by the Controller to carry out the inspection if the condition specified in the preceding sentence is not met.
 8. The inspection may not interfere with the operations of the Processor - in the event of such a situation, the Processor has the right to interrupt the inspection during its duration.
 9. The Controller is obliged to cover the costs incurred by the Processor in connection with the inspection (e.g. in connection with the participation of the Processor's employees/associates in the activities). Taking into account the scope, duration, amount and detail of the necessary information and documents being the subject of the inspection and the related costs, the Processor has the right to charge the Controller a fee in advance, taking into account the administrative costs of providing information, providing access to documents, conducting communication or taking other requested or necessary actions in connection with an audit or inspection. Administrative costs related to the participation of employees/associates of the Processor in the activities will be settled at the rate of EUR 50 net per hour of work of a given employee/associate.
 10. The Processor has the right to refuse to provide the Controller with information legally protected by secrecy, including the company secret of the Processor or third parties, as well as information constituting personal data not covered by the Agreement, if this information can be replaced with other information (including by the Processor's declarations), and if this will not be possible - this information will be made available to the Controller (or persons designated by it) only in the location and under the supervision of a person indicated by the Processor, after prior conclusion by the Parties and all persons authorized by the Controller to carry out an inspection, an appropriate agreement obliging them to duly protect this information.
 11. The Processor undertakes to remove the deficiencies found during the inspection as soon as possible unless the Controller's request exceeds the Processor's obligations under this agreement.

§ 12 THE PROCESSOR'S LIABILITY

The processor is responsible for providing or using personal data contrary to the content of the agreement, and in particular for providing access to personal data entrusted for processing to unauthorized persons, up to the amount specified in the Terms.

§ 13 FINAL PROVISIONS

1. This agreement is concluded for the duration of the agreements referred to in § 2 sec. 3.
2. In matters not covered by this Agreement, the provisions of the Civil Code and the GDPR shall apply.
3. The court competent to consider disputes arising from this agreement will be the court competent for the seat of the Processor.
4. For purposes related to this agreement, the contact point on the part of the Processor is the e-mail address: privacy@responso.com.

APPENDIX A

THE PROCESSOR'S SECURITY MEASURES

Personal data protection policies and procedures

The Processor has prepared and adopted policies and procedures for the protection of personal data in accordance with Article 24(2) of the GDPR.

Policies and procedures for the protection of personal data have been communicated to all employees and associates of the Processor.

Persons performing operations on personal data have been duly authorized to process personal data pursuant to Article 29 of the GDPR.

The Processor monitors whether persons authorized and involved in the processing of personal data participate in the processing in accordance with their tasks and obligations, processing personal data in accordance with the need-to-know principle.

The Processor keeps a record of all categories of processing activities, which includes all information required under Article 30(2) of the GDPR.

Employee awareness

The Processor ensures that before allowing the processing of personal data, the employed employee or associate will be familiarized with the applicable data protection policies and procedures.

The Processor ensures to constantly improve the knowledge of its employees and associates through periodic training and other activities aimed at raising awareness in the field of personal data protection and information security.

Employees and associates of the Processor who participate in the processing of personal data are obliged to keep them secret.

Data protection officer

The Processor has appointed a Data Protection Officer whose status reflects the requirements of Article 38 of the GDPR and who performs all the tasks indicated in Article 39 of the GDPR.

Inspection / Audit

The Processor subjects its personal data protection system to regular, independent audits and security tests.

Subcontractors

The Processor uses only the services of such third parties/subcontractors who have been previously verified in terms of ensuring an adequate level of protection of personal data.

Access control to IT systems

Authorizations within the IT systems are granted in accordance with the need-to-know principle; a password policy has been implemented.

Technical security, maintenance, and testing of equipment

The IT system used to process personal data is protected against power failures.

Hardware and software maintenance complies with the supplier's recommendations.

The security of the server room corresponds to the current security standards.

Business continuity

Appropriate mechanisms for monitoring and detecting events that may affect information security and business continuity have been implemented.

The Processor can quickly restore the availability of and access to personal data in the event of a physical or technical incident.

The Processor has implemented a backup policy covering adequate scope, frequency, and testing.

The Processor has implemented disaster recovery and testing procedures.

Other GDPR requirements

The Processor implements new solutions according to the *privacy by design* principle.

The Processor processes the data according to the *privacy by default* principle.

The Processor keeps an inventory of the resources used in the processing of personal data.

The Processor has conducted a risk analysis for the assets used in the processing of personal data.

The Processor has the means to exercise the rights of data subjects, in particular, the right to transfer data, the right to limit processing, and the right to be forgotten.

APPENDIX B

LIST OF POSSIBLE RECIPIENTS OF PERSONAL DATA

1. Stripe Payments Europe, Limited The One Building 1 Grand Canal Street Lower Dublin 2 Co. Dublin Ireland
2. OVH Sp. z o.o. ul. Swobodna 1 50-088 Wrocław NIP [Tax ID]: 8992520556 REGON [National Business Registry Number]: 933029040
3. Amazon Web Services EMEA SARL

38 Avenue John F. Kennedy, L-1855 Luksemburg R.C.S. Luxembourg: B186284, registration number for VAT purposes in Poland: NIP [Tax ID] 1080022032

4. Google Ireland Ltd

Gordon House Barrow Street Dublin 4, D04E5W5 Ireland

5. Slack Technologies, LLC

500 Howard St San Francisco, CA 94105 United States

6. entities providing technical support and IT security services, including IT systems security audit services;

7. entities providing accounting office services, auditing services, and legal services;

8. Processor affiliates;

9. social network operators;

10. other entities cooperating with the Processor based on civil law agreements, supporting its ongoing operations, including a supplier of software for issuing invoices, a provider of mailing services.