

## **LIQUIZEN PLATFORM TERMS AND CONDITIONS**

These Regulations constitute the regulations for the provision of electronic services within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (i.e. Journal of Laws of 2020, item 344; hereinafter: "Regulations") and set out the principles for the provision of services through the Platform and other domains, indicating the individual parts of the Platform, as well as the mobile application.

These Terms and Conditions set out the rules for Users' use of the Platform managed by the Service Provider.

Before using the Platform, each User is required to read these Terms and Conditions.

Beginning to use the Platform is tantamount to accepting the provisions of the Terms and Conditions.

The name of the Platform, the logo, the operating principles of the Platform, all its graphic elements, the interface, as well as the software on which it is based, the code of the website and the databases are subject to protection pursuant to the provisions of the Act of 4 February 1994 on Copyright and Related Rights (i.e. Journal of Laws 2022, item 2509) and other mandatory legal provisions.

### **DEFINITIONS**

For the purposes of the Terms and Conditions, the following capitalised terms will have the following meanings:

#### **1. Subscription**

The fee paid by the User for the provision of the Service by the Provider within the Platform in a given Billing Period.

#### **2. Price list**

Price list applicable to the Service Provider, available to the Client via the User Account, containing a list of the available remaining Services offered by the Platform and their prices, including the prices of Subscription Plans.

#### **3. Financial documents / Financial records**

The set of documents which the User voluntarily places on the Platform, or to which the User gives access via the Platform through their User Account.

#### **4. Registration Form**

Form completed by the User during registration, necessary for the creation of a new User Account on the Platform.

#### **5. Company form**

The form to be filled in by the User when adding a new entity in the panel "My Organisation", in order to insert the Financial Documents of the aforementioned entity and to enable the performance of the Services selected under the Subscription Plan by the User.

## **6. User account**

The part of the Platform allocated to the User, identified by their e-mail address, through which the User can carry out certain actions on the Platform, within the Platform. In order to start using the Service, the User must create a User Account on the Platform by completing an electronic Registration Form.

## **7. SMES**

Micro entrepreneurs, small entrepreneurs and medium entrepreneurs as defined for the aforementioned terms by the Act of 6 March 2018. Entrepreneurs' Law (i.e. Journal of Laws of 2021, item 162, 2105, of 2022, item 24, 974, 1570.).

## **8. Test period**

The unpaid period of provision of the Services to the User in order to become familiar with the functionality of the Platform, calculated from the date of registration and creation of an account on the Platform, the duration of which is made available to the User via the Platform, in the individually assigned User Account.

## **9. Billing Period**

A period of one month or any other billing period for the Services provided under the Subscription Plan selected by the User.

## **10. Subscription plan**

A package of features within the Service provided by the Service Provider, selected by the User and made available to the User. The User may choose one of the available plans. The individual plans may differ in the functionality offered on the Platform, in the quantity limits and in the charges. The price for the Subscription Plan selected by the User is made available to the User individually via the User Account in the Subscription section.

## **11. Privacy Policy**

Platform privacy policy as applied by the Service Provider; and available at [[here](#)].

## **12. Report**

Reports and documents offered by the Platform and reports and documents, as well as statements, charts and tables created by the User using the Platform.

## **13. Regulations**

These Regulations for the performance of Agreements and electronic Services within the meaning of the Act of 18 July 2002 on electronic provision of services (i.e. Journal of Laws of 2020, item 344), setting out the principles for the provision of services via the Platform.

#### **14. Regulation**

Regulation (EU) 2016/679 of the European Parliament and of the Council 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).

#### **15. Company**

(1) a natural person with full legal capacity, running a 1-person business, using the Services in accordance with the principles indicated in the Regulations, (2) a legal person or (2) an organisational unit without legal personality, whose Financial Documentation is uploaded to the Platform by the User.

#### **16. Platform**

IT system; an innovative tool for SMEs to automate financial analysis, including, inter alia, monitoring and analysis of the Company's liquidity; software to enable the use of the Service and the Platform.

#### **17. Contract**

Agreement concluded between the Service Provider and the User, concerning the provision of Services on the Platform under the terms and conditions described in these Regulations and enabling the use of the Platform, concluded at the moment of acceptance by the User of the individual conditions of the Service, made available to the User via the User Account, including the agreement of the Subscription Plan, the proposed Test Period and the price for the Service chosen by the User. The Agreement is concluded for a fixed period of time in accordance with the selected Subscription Plan.

#### **18. Service**

Provision performed by the Service Provider for the User, consisting of making the functionality of the Platform available electronically, ensuring the smooth operation of the Platform and storing, processing and securing the data entered by the Users on the Platform. The scope of the Services provided by the Service Provider is set out in the Subscription Plan selected by the User.

#### **19. Service provider**

SMEABILITY spółka z ograniczoną odpowiedzialnością based in Stalowa Wola, ul. Eugeniusza Kwiatkowskiego 9, 37-450 Stalowa Wola, entered in the National Court Register by the District Court Lublin - Wschód in Lublin, based in Świdnik, VI Economic Division of the National Court Register, under KRS no.: 00000864666, holding REGON no.: 387274690, NIP no.: 7162830764, owner of the SMEABILITY Platform.

#### **20. User**

(1) a natural person with full legal capacity, running a sole proprietorship, using the Services in accordance with the principles indicated in the Regulations (2) a legal person; or (3) an organisational unit without legal personality which is granted

legal capacity by law; using or intending to use the Services available on the Platform.

## **§1. PRELIMINARY PROVISIONS**

- 1.1. These Regulations set out the general conditions for the use of the Services provided by the Service Provider. Drawing up of the Regulations is the fulfilment of the obligation indicated in Article 8(1)(1) of the Act of 18 July 2002 on provision of services by electronic means (i.e. Journal of Laws of 2020, item 344)
- 1.2. Acceptance of these Terms and Conditions shall mean the willingness to set up a User Account and ultimately to conclude a contract with the Service Provider under the terms and conditions specified in the Terms and Conditions, taking into account and after the User has accepted the individual conditions for the performance of the Service made available to him/her through the User Account.
- 1.3. All content or other types of material on the Platform are subject to copyright or other intellectual property rights belonging to the Service Provider or used by the Service Provider under separate agreements.
- 1.4. The User may not use the content referred to in para. 1.3 above or any other type of material on the Platform (in whole or in part) for commercial purposes without the prior consent of the Service Provider.
- 1.5. The names of products related to the Services provided by the Provider are trade names or registered trademarks.
- 1.6. All trademarks or brand names used on the Platform are the property of and/or are reserved by their respective owners and have been used for informational purposes only. The User's access to the Platform should not be interpreted as granting any licence to use the marks appearing on the Platform without the prior written consent of the Service Provider.
- 1.7. In particular, the Terms and Conditions do not allow the reproduction, distribution, rental, sale or any other form of direct or indirect redistribution, whether paid or unpaid, and direct, whether paid or unpaid, of elements of the Platform at the Service Provider's expense.
- 1.8. These Terms and Conditions shall be made available on the Platform free of charge to each User prior to the conclusion of the Agreement and, at the User's request, in such a way that the content of the Terms and Conditions can be obtained, reproduced and recorded by means of the ICT system used by the User.
- 1.9. The User may use the Services only after he/she has read and accepted the content of the and acceptance of the content of the Terms of Service and the Privacy Policy, and after the User has accepted the individual terms of the Service made available to him or her through the User Account (moment of conclusion of the Agreement). If the User does not accept the Terms of Service or the Privacy Policy or does not accept the individual

terms and conditions of the Service made available to him/her through the User Account or otherwise, the User may not use the Services. With regard to the User, it shall be deemed that at the moment of the creation of the User Account, the User accepted the Regulations and the Privacy Policy without reservation, and at the moment of the acceptance of the individual terms and conditions for the performance of the Service by means of a declaration made to the Service Provider through the User Account, the User concluded the Agreement with the Service Provider and began to use the Services.

- 1.10. Changing the terms of the Subscription Plans or the price of the Services individually agreed with the User does not constitute an amendment to the Terms of Service. The Service Provider reserves the right to add, delete and modify the Subscription Plans and the price of the Services individually agreed with the User. a. In the event of such a change, the User will be informed via the Platform in the manner indicated in these Terms and Conditions.
- 1.11. The Service Provider reserves the right to modify the Terms and Conditions of Service, which will be announced each time on the website <https://app.liquizen.com>.
- 1.12. Unless otherwise specified, changes to the Terms and Conditions, the price of the Services individually agreed with the User, the terms of the Subscription Plans shall take effect from the first day of the next Billing Period.
- 1.13. The Privacy Policy, available at [[here](#)], supplements the Terms and Conditions and is an integral part of them.

## **§2. GENERAL CONDITIONS FOR THE PROVISION OF SERVICES**

- 2.1. In order to use the System Services, it is necessary to have an installed and up-to-date Internet browser and to have Cookies and JavaScript enabled. On the User's side, the following minimum technical requirements must be met: (a) an active electronic mail (email) account and (b) an active mobile phone number.
- 2.2. The System can be used via the Platform available at <https://app.liquizen.com>.
- 2.3. The User shall, after the expiry of the Test Period, bear the costs of the individual Services provided by means of the Platform in the manner and under the conditions indicated in the Terms and Conditions, including the costs of the Subscription Plans for the operation of the Platform, in accordance with the Price List.
- 2.4. It is forbidden to provide unlawful content and to use the Services in a manner contrary to the provisions of these Terms and Conditions, applicable laws, good morals and rules of social coexistence.
- 2.5. The system is automatically updated periodically by the Service Provider.

## **§3. USER**

- 3.1 Subject to the paragraphs below, Users may be (1) natural persons who are at least 18 years of age and have full legal capacity; (2) natural persons running a sole

proprietorship; (3) legal persons; or (4) organisational units without legal personality and to which legal capacity is granted by law; - who use or intend to use the Services available on the Platform.

#### **§4. ACCOUNT AND AGREEMENT**

- 4.1 In order to use the Services, the User must have an active User Account and accept the individual terms and conditions for the performance of the Services by means of a declaration made to the Service Provider via the User Account (moment of conclusion of the Contract). For this purpose, he/she completes the registration procedure via the Platform and the Registration Form available on the Platform. The User has access to the User Account on the Platform via their login, in the form of their e-mail address and their password.
- 4.2 Through the Platform, the Service Provider may send active Users emails regarding changes in the use of the Services.
- 4.3 The User is responsible for what happens in and through his/her User Account (unless there has been an unauthorised access to his/her User Account by a third party). Therefore, the User may not share his/her User Account with any third party, and is responsible for maintaining the confidentiality of his/her login, password and other login credentials to the System, in accordance with the Privacy Policy. If the User notices that someone unauthorised is using or has used his/her Account, he/she is obliged to inform the Service Provider immediately. The Account is also non-transferable and non-transferable.
- 4.4 The user is obliged to provide in the Registration Form a valid electronic mail address (e-mail) enabling an activation link to the Account to be sent to him/her, as well as his/her name, company name, telephone number and a password for the User Account.
- 4.5 If the user loses his/her password, he/she has access to a "password reminder" option, in which he/she receives a link to the e-mail address provided during registration, with the possibility of setting a new password.
- 4.6 The User is obliged to verify the correctness of the electronic mail address (e-mail) provided during the registration process. In the case of lack of verification within 14 (in words: fourteen) days, counting from the day of creating the User Account by the User, the Service Provider reserves the right to limit the functionality of the User's Account until the correctness of the provided e-mail address is verified.
- 4.7 Via the User Form, the User enters the basic information for his/her profile in the User Account, including but not limited to: name, surname, email address, company/company details, payment method (including e.g. credit card number).
- 4.8 By means of the Company Form, the User additionally enters into the User Account data concerning the entity whose Financial Records will be completed and analysed by the User using the functionality of the Platform. The Company Form includes, inter alia: its company, NIP, REGON, KRS or other identification number. The Service Provider retrieves from the Register of Entrepreneurs User's data and the Company's

data with the User's consent, in connection with the User's acceptance of the Privacy Policy.

- 4.9 Through access to the User Account, the User is able to upload company/company data to the Platform and download selected data from the National Court Register. data from the National Court Register.
- 4.10 Through the User Account, the User also has permanent access to the uploaded Financial Documents and the ability to manage these Documents by posting them on the Platform, with the option to download, reproduce and make changes.

## **§5. GENERAL OBLIGATIONS OF THE PARTIES**

- 5.1 The Platform, including its functionalities, is available to Users 24 hours a day. The Provider reserves the right to short interruptions resulting from periodic maintenance of the Platform, including the System, or caused by random events.
- 5.2 The Service Provider undertakes to immediately repair any faults or failures that prevent or impede access to the Platform.
- 5.3 By using the Service, the User agrees to receive VAT invoices from the Service Provider by electronic means, pursuant to Article 106n(1) of the Act of 11 March 2004 (i.e. Dz. U. of 2022, item 931, 974, 1137, 1301, 1488, 1561, 2180, 2707) on tax on goods and services.
- 5.4 Users, undertake to use the Services in a manner that does not infringe the rights of third parties (personal rights, copyrights), decency and the law.
- 5.5 The User is the owner of all content uploaded via the Service to the Platform, for which the Service Provider assumes no responsibility.
- 5.6 In the event of receiving a notification of the unlawful nature of the data posted by the User on the Platform, the Service Provider shall have the right, pursuant to article 14 of the Act of 18 July 2002 on the provision of electronic services, to prevent access to the User's data. In such a case, the User will be notified that the User's Account has been blocked and that they are unable to use the Platform.
- 5.7 A prerequisite for the User's use of the Platform is to have a working Internet connection to access the Service.

## **§6. LICENCE**

- 6.1. The User with a User Account obtains access to the Platform under licence. The User is granted a licence to view and to use it solely for their own Use, exclusively within the framework of the Platform Services. It is prohibited to distribute, transfer or sell the Platform, or any part of it, without the written express consent of the Service Provider. The Service Provider grants a time-limited licence to access the Platform, i.e. for the duration of the performance of the Services under the concluded Agreement, except where it is necessary to exclude parts of the Platform or its elements, for legal or technical

reasons. This licence does not confer any rights to resell the Platform or any part of it, including by sharing User Account information or illegally downloading Platform sources and making them available anywhere on the network.

- 6.2. In legal terms, the Service Provider grants the User a limited, non-exclusive, non-transferable licence to access and use the Service selected and paid for in accordance with the individually agreed price of the Service and the selected Subscription Plan available on the User's Account, together with the corresponding functionalities and related content, exclusively for personal, non-commercial purposes, through the Services available on the Platform and in accordance with the terms and conditions of these Terms and Conditions. In particular, it is forbidden to redistribute, transfer, assign, sell, transmit, lend, share, borrow, modify, adapt, edit, create derivative works, sublicense or otherwise transfer or share the Platform or any of its element(s) without the prior express written consent of the Service Provider.
- 6.3. The Service Provider reserves the right to revoke any licence granted to the User at any time in the event that it is obliged to block/delete the User's Account due to any legitimate third party claims.
- 6.4. The licence expires when the Account is deleted.

## **§7. PAYMENTS**

- 7.1. Paid Subscription Plans require the payment of a fee.
- 7.2. The fee is paid in advance. This does not apply to the Test Period for the use of the Service in accordance with the Service price agreed between the Service Provider and the User via the User Account.
- 7.3. Payments may also be made by simple bank transfer directly to the Service Provider's account specified in the content of the VAT invoice issued.
- 7.4. The fee is payable for each month, counted as a calendar month from the time of purchase of a specific Subscription Plan until the last day of that month.
- 7.5. The fee may be reduced by the discount granted in the event of prepayment of more than one month, in accordance with the rules indicated via the individual User Account.
- 7.6. The amount of Subscription Plans and discounts will be made available to the User by the Service Provider via the User Account.
- 7.7. An unpaid User Account is automatically blocked. Access is restored upon payment of the Service fee.
- 7.8. Invoices for the Services shall only be sent by electronic means, i.e. to the email address of the administrator of the relevant User Account established on the Platform.

## **§8. FEE-PAYING SUBSCRIPTION**



- 8.1. The choice of Subscription Plan is made by the User and the Service Provider, without the User's decision to purchase a paid plan, will not charge the User any fees for the use of the Platform.
- 8.2. You have the right to choose the Subscription Plan that best suits your needs, in accordance with the Subscription Plans set out via your User Account.
- 8.3. In order to purchase a paid Service offered by the Service Provider in the form of a Subscription Plan, the User selects the selected Subscription option in his/her User Account and then specifies whether a VAT invoice is to be issued for the Services provided. The User is obliged to provide the correct data necessary for issuing a VAT invoice, including the Tax Identification Number.
- 8.4. Upon expiry of the Test Period, the User is obliged to pay the amount indicated on the payment form. The amount indicated on the payment form is in accordance with the amount agreed between the Service Provider and the User via the User Account, but may be reduced by the amount of the discount due to the length of the Subscription paid and the amount of the discount due to occasional promotional campaigns conducted by the Service Provider or entities cooperating with it.
- 8.5. The discount to which the User is entitled due to the length of the Subscription paid may only be combined with one discount to which the User is entitled in connection with promotional campaigns occasionally conducted by the Service Provider or its affiliates.
- 8.6. Discounts to which the User is entitled due to occasional promotional campaigns conducted separately by the Service Provider or its affiliates are not cumulative.
- 8.7. The discount to which the User is entitled due to promotional campaigns conducted by the Service Provider and entities cooperating with it may be used by the User by entering the discount code on the payment form. The unused discount shall not be transferred to payments made in subsequent Settlement Periods and the User shall not be entitled to financial compensation or extension of the subscription for the unused discount.
- 8.8. If the User wishes to access a function that is not included in the Subscription Plan purchased or used by the User, the User is obliged to change to a higher Subscription Plan in accordance with the Price List.
- 8.9. The Service will be made available upon confirmation that the funds have been credited to the Service Provider's account. The User will receive an automatic notification of activation and the possibility of using the Service together with a link to the invoice to the e-mail address assigned to his/her account.

## **§9. TEST PERIOD**

- 9.1. Once the User has created a User Account on the Platform, the User shall be entitled to free access to limited functions of the Platform, including functions to learn about the functions offered in the individual Subscription Plans.

- 9.2. The Subscription Plan active after the creation of the User Account is in accordance with the plan selected by the User during registration.
- 9.3. At the end of the individually agreed via the User Account, free of charge Test Period, the Service Provider will inform the User of the rules of use of the Platform in relation to the currently tested Subscription Plan on the User Account. The User will be informed of the possibility of making a subscription payment in order to retain access to the full functionality of the User Account in the selected Subscription Plan or to change to another Subscription Plan.

## **§10. CHANGE OF SUBSCRIPTION PLAN**

- 10.1. The User may change the Subscription Plan from the one currently in use to another paid plan at any time.
- 10.2. Changing the Subscription Plan from a higher to a lower one involves a reduction in the functionality of the Account according to the price of the Service agreed between the Service Provider and the User via the User Account.
- 10.3. A restriction of the functionality of the Account may result in a lack of access to some of the data stored in the User's Account.
- 10.4. The Service Provider shall not be liable for any loss of data due to a change from a higher to a lower Subscription Plan. from a higher to a lower subscription plan, the Service Provider is not responsible.

## **§11. CONFIDENTIALITY**

- 11.1. The Parties mutually undertake to keep confidential any information obtained during the performance of the Agreement, which they may suspect to be confidential commercial information or to be treated as such by the other Party. In particular, the following shall be considered as such data: personal data of persons uploaded to the Platform, personal data of Users, financial data of Users and their counterparties, Financial Documents, uploaded to the Platform by the User.
- 11.2. The Service Provider guarantees that only employees of the Service Provider or persons working for the Service Provider on the basis of another legal relationship or entities which the Service Provider will oblige to keep confidential the personal data originating from the Platform will only be permitted to employees of the Service Provider or persons providing work for the Service Provider on the basis of another legal relationship or entities which the Service Provider will oblige to maintain confidentiality under the terms of the Terms and Conditions.

## **§12. NOTIFICATIONS AND NEWSLETTER**

- 12.1. The Platform also includes a newsletter, the use of which is free of charge. The User may unsubscribe from the newsletter at any time by sending an appropriate request to

the Service Provider, including, in particular, by activating the corresponding link, included in the footer of each message, sent as part of the newsletter.

12.2. The use of the newsletter is entirely voluntary. Activation of the newsletter service takes place by ticking the relevant checkbox during registration or in the User settings panel on the Platform.

### **§13. RESPONSIBILITY**

13.1. The service provider is not liable for damages:

- 13.1.1. resulting from the User's fault, under the following circumstances:
  - (a) breach of the provisions of these Terms and Conditions by the User,
  - (b) sharing by the User of the login data to the User Account with third parties,
  - (c) improper use of the Platform, including the Service, (d) improper use of the Platform's recommendations;
- 13.1.2. arising as a result of Financial Documents uploaded by the User to the System, by means of the Services offered by the Platform - the User is fully responsible for the final shape of the actions related to the uploaded Financial Documentation and for the content of the Financial Documentation uploaded through the Platform.
- 13.1.3. caused to third parties as a result of the User's use of the Services contrary to the Terms of Use or the law;
- 13.1.4. the dangers of using the network: hacking attacks, viruses infecting the system or similar events;
- 13.1.5. arising as a result of the restriction, interruption or discontinuation of the provision of Services to the User due to the User's breach of the Terms and Conditions;
- 13.1.6. information and material downloaded, posted on the Platform or sent via the Internet by the User;
- 13.1.7. caused by external factors (e.g. failure of the Platform) or other circumstances beyond the Service Provider's control (actions of third parties), including those caused by the User;
- 13.1.8. resulting from the User's provision of false, outdated or incomplete data or information, including data or information relating to the Financial Documentation;
- 13.1.9. caused by malfunctions of other systems that are not maintained by the Service Provider and affect the operation of the Platform, including the Internet;
- 13.1.10. caused by the non-performance or improper performance of operations carried out through the Platform, if this is due to a teletransmission or technical fault, breakdown of equipment or interruption of the connection;

13.1.11. caused by a lack of continuity in the provision of the Services, resulting from circumstances for which the Service Provider is not responsible (force majeure, acts and omissions of third parties, etc.).

#### **§14. COMPLAINTS**

- 14.1. The User has the right to lodge a complaint. A complaint should contain at least data enabling the identification of the User and an indication of justified reservations and comments on the Services. Complaints may be submitted in accordance with accordance with the general principles expressed in the legal regulations, as well as via the e-mail address: reklamacje@liquizen.com.
- 14.2. The complaint should be submitted no later than 14 days from the date of the occurrence of the event that is the subject of the complaint.
- 14.3. The Service Provider shall consider the complaint within 14 working days, unless the User has not described the subject and scope of the complaint in such a way as to allow it to be considered or has not provided data enabling the User to be identified. In this case, the time limit for consideration of the complaint runs from the day on which the User provided the Service Provider with the missing information.
- 14.4. The Service Provider shall send its response to the complaint to the address indicated by the User in his/her complaint or in another form chosen by the User (telephone/e-mail address).
- 14.5. The subject of the complaint shall not be any minor errors in the in connection with the operation of the Platform, which do not cause loss or damage to the data stored on the User's device. Nor can the final form of the Financial Documentation uploaded by the User to the Platform be the subject of a Complaint. The Platform is merely a supporting tool.
- 14.6. In matters not regulated, the provisions of the Civil Code Act of 23 April 1964 (i.e. Journal of Laws 2022, item 931, 974, 1137, 1301, 1488, 1561, 2180, 2707) shall apply.

#### **§15. USER EXPERIENCE**

- 15.1. In the event of problems with the operation of the Platform or any other type of problem related to the provision of the Services, the User should contact the Service Provider by email to the address help@liquizen.com.
- 15.2. If the report relates to an error occurring on the Platform, the User should describe the error as accurately as possible so that the Service Provider can proceed immediately to rectify it.

#### **§16. TERMINATION OF CONTRACT**

- 16.1. The User may withdraw from the Contract concluded with the Service Provider - based on the provisions of the law, without giving any reason, within 14 days from the date

of its conclusion. The deadline is deemed to be met if the User sends a statement of withdrawal from the Contract to the email address before its expiry.

- 16.2. The consumer shall have no right of withdrawal from an off-premises or a distance contract for service contracts where the trader has performed the service in full with the express consent of the consumer, who has been informed before the performance of the service by the trader that he will lose his right of withdrawal after the trader has provided the service.
- 16.3. If the User loses the right to represent the company for which they are using the Platform, or any other right related to the possibility of managing a business, their User Account may be automatically blocked and/or deleted.

## **§17. AMENDMENT TO THE RULES OF PROCEDURE**

- 17.1. The Service Provider may change these Terms and Conditions for important legal reasons (change of generally applicable laws concerning the Service Provider's activity or the form of the Service Provider's activity) or technical reasons (e.g. modernisation of the Platform infrastructure).
- 17.2. Users will be informed of the change to the Terms and Conditions in an email sent 7 (seven) days before the new Terms and Conditions take effect. During this time, the User must again accept or refuse to accept the Terms and Conditions.
- 17.3. The provision of Services commenced prior to the amendment of the Terms and Conditions shall be subject to the provisions of the Terms and Conditions in the version in force at the time of commencement of the Services. Changes to the Terms of Service may not infringe the Users' acquired rights.

## **§18. FINAL PROVISIONS**

- 18.1. The law applicable to the obligations arising from the Terms and Conditions is Polish law. Contracts shall be concluded in the Polish language.
- 18.2. The user has the possibility to use alternative means of dispute resolution (ADR-Alternative Dispute Resolution) to court proceedings, in particular through mediation, through conciliation or within the framework of arbitration (arbitration court). A list of institutions to which the consumer may turn for the resolution of disputes within the framework of ADR can be found at this link: [http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/national-out-of-court-bodies/index\\_en.htm](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/national-out-of-court-bodies/index_en.htm).
- 18.3. You may also make use of out-of-court complaint and redress procedures by submitting your complaint via the EU ODR web application, available at: <http://ec.europa.eu/consumers/odr/>



18.4. If the User does not wish to use ADR or ODR, all disputes arising under the Terms of Use or the Services shall be settled by a court of law. In determining the jurisdiction of the court, the rules set out in the legal act applicable to the User shall be followed.

Effective date of the Regulations: 1 January 2023.