# Terms & Conditions

Terms & Conditions in the above version shall apply from 15 October 2020.

## 1. GENERAL PROVISIONS

1.1 The following Terms and Conditions define the principles of providing the Certifier service by electronic means (hereinafter referred to as the "Service") to natural persons, legal entities or other organisational units with legal capacity (hereinafter referred to as "Clients") by the Service Provider - Certifier spółka z ograniczoną odpowiedzialnością with its registered office in Kraków, ul. Grodzka 42/1 31-044, Kraków, entered into the National Court Register under KRS number 0000863560, NIP 6762586390 and REGON 38724280300000.

1.2 The condition necessary before the Client can use the Service is to read the following Regulations and accept them in their entirety. Upon acceptance of the Terms and Conditions, an agreement is concluded between the Service Provider and the Client for provision of the Certifier service electronically.

1.3 The Certifier Service is provided in four packages, indicated in the price list at https://certifier.io, however, the Certifier Service in the Custom package is provided in accordance with individual arrangements between the Service Provider and the Client within the framework of a written Agreement, and these Terms and Conditions shall not apply to it.

## 2. SERVICE

The Service Provider undertakes to provide the Client, by electronic means, with a set of services indicated below, jointly referred to in these Regulations as "Service" or "Certifier Service".

The Certifier service in the Free package is a free service, and in other packages it is payable.

The service consists, in particular, in providing the Client with software enabling the creation, edition and export of electronic certificates.

The scope of the aforementioned individual services depends on the Certifier Service package selected by the Customer, as described at https://certifier.io.

The customer is aware that some functionalities may not be available or limited in the package of his choice.

The Client is free to change and select packages of the Service, however, the transition from a paid to a free package does not give rise to an obligation on the part of the Service Provider to refund all or part of the fee. Provider declares that it provides the Service using the Certifier application, which is located depending on the types of data in the AWS (Amazon) cloud. Both the application and any data stored in it are protected by the 256-bit SSL A+ grade protocol.

## 3. TECHNICAL REQUIREMENTS

The Service Provider makes every effort to enable the Client to use the Service by means of any Internet browser, on any type of device, using any operating system. At the same time, at the moment of conclusion of these

Terms of Use, the Service is guaranteed to work correctly in Google Chrome, Firefox, Opera, Safari, Internet Explorer.

At the same time, the Service Provider informs that a minimum is necessary for the correct operation of the Service:

- at least one active e-mail account;

It is also necessary to enable cookies and JavaScript in the browser.

# 4. USE OF THE SERVICE

Upon acceptance of these Terms and Conditions and payment of the fee (in the case of paid packages of the Service), the Service Provider shall start to provide the Service to the Client, and thus create a personalized Account for the Client in the system, to which it shall provide the Client with a login and a temporary password.

From the moment the Account is activated, the Client may use the Service, but at the same time he or she agrees to do so:

- use the Service in accordance with good manners, principles of social coexistence, principles resulting from the provisions of the Privacy Policy and the Rules;
- update all data necessary for the proper performance of the Service, at the time of their change, no later than 3 working days after the changes have occurred;
- comply with the legal provisions, in particular those concerning the provision of electronic services and the protection of personal data;
- to keep the individual data enabling the Customer to log into his or her Account confidential.

Furthermore, the Customer agrees:

- to receive VAT invoices issued by the Service Provider by electronic means to the e-mail address provided during registration;

- to receive messages from the Service Provider to the e-mail address and telephone number provided during registration concerning any difficulties, changes or technical interruptions in using the Service,
- that the Service Provider will present its name, company or logo in marketing materials, especially in case studies.

He also declares that he uses the Service directly for purposes related to his professional or business activity.

# 5. PAYMENT

5.1 If paid variants of the Service are selected, the Service is provided only after the payment of the fee by the Client.

5.2 Fees may be paid by bank transfer, credit card or debit card, as well as other payment orders made through payment institutions or electronic money institutions operating in accordance with the Payment Services Act of 19 August 2011. The service provider undertakes to enable so-called fast payments through https://certifier.io.

5.3 The fee for individual variants of the Service is specified in the Price List at https://certifier.io, which is an integral part of these Terms and Conditions. These are each time net prices for the monthly period of using the Service.

5.4 The Service Provider reserves the right to make changes to the Price List at any time.

5.6 Payments made for the ordered Services are non-refundable, except for the cases specified by law or explicitly indicated in these Regulations.

5.7 The VAT invoice for the use of the Service shall be issued within 7 days of receipt of payment. Before receiving the payment, the Service Provider may issue a pro forma VAT invoice.

# 6. UNAUTHORISED PRACTICES

Gross violation by the Customer of the provisions of generally applicable law, the provisions of the Regulations or the Privacy Policy, as well as failure to observe the principles of social coexistence and good manners in using the Service is prohibited and may lead to termination of the Regulations by the Service Provider with immediate effect and termination of the Customer's Account. This includes both culpable violations and those resulting from negligence or failure to exercise due diligence.

The Customer, by using the Services, may not violate any rights of third parties, in particular copyrights, industrial property rights or personal rights. This may lead to termination of the Terms and Conditions by the Service Provider with immediate effect and deletion of the Client's Account. This includes both culpable violations and those resulting from negligence or failure to exercise due diligence.

The Service Provider does not control or monitor the Client's actions while using the Service.

However, if there is a suspicion or information that the Client is engaged in illegal practices (within the meaning of this point), Service Provider reserves the right to block all or part of the Service at its sole discretion.

If the violations were significant or repeated, Service Provider may terminate the Agreement with immediate effect and delete Client's Accounts.

# 7. CONTENTS

The responsibility for any information, data, audio files and other materials, any databases or information collected in information systems that are created, stored or transmitted using the Service (Content) lies with the

Client. This responsibility also applies to Content which constitutes links to websites and resources or other services used by the Client. Service Provider does not claim any rights to the Content and assumes that the rights to the Content are vested exclusively in the Client.

At the moment when the Client sends or makes available in any other way the Content belonging to third parties, the Client is obliged, regardless of the obligations arising from the Terms of Service, to fulfil the terms of service, license conditions or regulations specified by these entities.

The Service Provider enables exporting Content from its own servers to Client's data carriers (e.g. hard disk storage). Therefore, Client acknowledges that any responsibility of Service Provider to protect the confidentiality and integrity of Content applies only to Content located on Service Provider's servers and only while it was there.

# 8. CUSTOMER SERVICE AND COMPLAINTS

The client may contact his personal advisors, including one available 24 hours a day, by e-mail. Outside of the days which are legally recognised as days off work according to Polish law.

A Customer wishing to make a complaint about the Service should provide at least the name of his or her Account and a detailed description of the defect which makes it difficult or impossible to use the Service.

The complaint shall be considered by the Service Provider within 7 working days of its submission. However, in the case of an inaccurate description of the defect, the Service Provider may demand that the complaint be clarified, and then the aforementioned period shall run from the date of full and precise submission of the complaint. Failure to respond to the Service Provider within the aforementioned period shall be deemed acceptance of the complaint.

Within the framework of an acknowledged complaint, the Service Provider may not return part of the monthly fee for the use of the Service, or reduce the fee in subsequent months, in proportion to the time in which the use of the Service was difficult or impossible.

# 9. TERMINATION OF THE RULES OF PROCEDURE

The contract for provision of the Certifier Service was concluded for an indefinite period of time.

The Customer may resign from using the Service at any time (contractual right to withdraw from the Terms of Service), however, it does not result in the obligation of the Service Provider to refund the fee paid in any part. For the rest, the Parties should return what they have provided. In particular, the Service Provider is obliged to enable the Client to transfer all created and stored Content and databases.

In order to submit a cancellation of the Service, the Client shall terminate the Account by contacting a personal advisor. In such a situation, the Service Provider shall terminate the Account within 3 working days from the date of reporting the termination. The Service Provider has the right to terminate the Agreement with immediate effect, at any time, without specifying the reason and without any notice period. In this case, the right to the Service shall expire immediately and the Service Provider shall refund the Client a part of the fee.

Provider reserves the right to terminate the Terms and Conditions with immediate effect, block the Service in part or in whole and refuse to provide the Service to the Client in the future, if the Client grossly violates any of the provisions of the Terms and Conditions. Termination of the Terms and

Conditions shall not be tantamount to releasing the Client from the obligation to pay already due receivables and fees that will be charged for the use of the Service until the expiry of these Terms and Conditions.

## 10. PRIVACY POLICY AND PERSONAL DATA

Personal data shall be processed by the Service Provider according to the principles set out in the Privacy Policy.

## 11. INTELLECTUAL PROPERTY

11.1 The Service Provider is the owner of all rights on intangible assets related to the provision of the Certifier Service and appearing on the website https://certifier.io (in particular, copyright works such as: software, graphics, button icons, texts, images, trademarks, video clips)

11.2 The Customer shall not have the right to use in any way, in whole or in part, any rights to intangible works, trademarks and signs belonging to Certifier, except when their use results from the specific nature of the Service.

## 12. ACCESSIBILITY

12.1 The Service Provider reserves the right to change or modify the Service, in particular to update it and to modify or replace the hardware and software used to provide the Service, provided that this does not adversely affect the Service.

12.2 If the interruptions in access to the Service result from reasons beyond the Service Provider's control, such as hardware failures, the Service Provider shall, as far as possible, inform the Clients and seek to remove the failure as soon as possible. Such an interruption is not the basis for a complaint about the Service.

12.3 The Service Provider reserves the right to interrupt access to the Service. The Service Provider shall make every effort to inform the Client of any technical interruption lasting more than 24 hours with reasonable notice. The necessary technical interruption shall be planned so as to minimize any inconvenience for the Client.

# 13. RESPONSIBILITY

13.1 The Customer acknowledges that the Service Provider offers the Service "as is". (the so-called as is), without any guarantees, either implicit or explicit.

13.2 The sole responsibility for the use of the Service and the websites lies with the Customer. The Customer is responsible for all content sent and conversations conducted during the use of the Service.

13.3 The Service Provider shall not be liable for damages incurred (especially loss of data by the Client), which are caused by:

- random situations, force majeure;
- interference by third parties (including Clients), primarily in connection with the use of the Account by third parties who have obtained the data to log into the Client's Account at the Client's will or in other situations beyond the Service Provider's control,
- malfunctioning of other systems or external factors (such as telecommunication networks) where the defects are independent of the service provider,
- failure to comply with the provisions of the Regulations adopted by the Client,
- erroneous or inconsistent with the facts of the Client's data presented during registration.

13.4 Force Majeure shall be defined as an external event, extraordinary, unforeseen, being Force Majeure. Examples include, in particular, such circumstances as: war, natural disasters, strikes, breakdown, DDoS attack or other disturbances in the functioning of the telecommunications network

and ICT infrastructure, as well as extraordinary governmental and administrative actions, and actions of entities influencing the provision of services by the Service Provider, whose actions are independent of the Parties.

13.5 Provider is not liable for any damage (direct or indirect) resulting from the loss of Client files and personal data stored on Provider's servers.

13.6 The Service Provider is not liable for indirect damages regardless of him (especially such as loss of profit, revenue, interest and other lost profits) with the exclusion of cases of culpable or grossly negligent act or omission.

13.7 The liability of the Service Provider, regardless of the number and basis of claims of the Client or third parties, is limited to the total amount paid by the Client in payment for the Service within one month, which immediately precedes the date of the claim against the Service Provider. By concluding this Agreement, the Client indemnifies the Service Provider against financial liability exceeding the above limit.

# 14. FINAL PROVISIONS

14.1 The Regulations may be amended at any time. The Service Provider undertakes to notify the Client of any changes to the Terms and Conditions within 3 working days before making such changes.

14.2 The Service Provider shall notify the Client of the changes by posting the relevant information and updating the Terms and Conditions in the Client's Account and at https://certifier.io.

14.3 All cases initiated and not completed before the introduction of changes to the Regulations, the provisions of the Regulations then in force shall apply.

14.4 All statements exchanged between the parties during the use of the Service shall be submitted in electronic form:

- in the case of the Service Provider entered in the registration form, the e-mail address,
- in case of a Customer, to the address of the Customer Service Department provided.

14.5 The Client has the possibility to transfer rights and obligations under these Terms and Conditions, provided that there are no outstanding debts of the Service Provider to the Client, and the person to whom the rights are to be transferred is not placed in liquidation or bankruptcy, and with the consent of the Service Provider. Such consent may also be given by e-mail.

14.6 In matters not specified in the Regulations, the generally applicable provisions of Polish law shall apply. Any disputes arising between the Service Provider and the Client shall be settled by the common court of law with jurisdiction over the seat of the Service Provider.

# Data Processing Agreement

Data Processing Agreement in the above version shall apply from 15 October 2020.

## 1. GENERAL PROVISIONS

1.1 The following Data Processing Agreement constitute an integral part of the Terms and Conditions for the provision of the Certifier service by electronic means (hereinafter referred to as the "Service") to natural persons, legal entities or other organisational units with legal capacity (hereinafter referred to as the Administrator) by the Service Provider - Certifier spółka z ograniczoną odpowiedzialnością with its registered office in Krakow ul. Grodzka 42/1 31-044, Krakow, entered into the National Court Register under KRS number 0000863560, Tax Identification Number 6762586390 and REGON 38724280300000 (hereinafter referred to as the "Processor") and applies when the Administrator, via the Certifier Service, collects or processes personal data within the meaning of the provisions of Regulation 2016/679 - Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016. on the protection of individuals 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) (OJ EU. L. of 2016 No. 119, p. 1) (hereinafter: FRA).

1.2 The controller entrusts the Processor with the processing of personal data within the meaning of Article 28 of the GDR to the extent resulting from the General Rules of Procedure. In particular, it concerns the personal data of the Administrator's customers and potential customers stored by the Processor in the CRM system, as well as possible personal data transferred during phone calls recorded by the Administrator, if they are stored by the Processor.

1.3 The Processor undertakes to process personal data within the scope and under the rules specified in these Rules and Regulations, the Act and relevant executive acts issued on its basis. Personal data entrusted to the Processor on the basis of these Regulations shall be processed on the territory of countries belonging to the European Economic Area. The Processor shall not be entitled to any additional remuneration for the performance of the services specified in this Agreement other than that specified in the Main Agreement.

# 2. STATEMENT BY THE PARTIES

2.1 The parties agree that the Administrator of personal data within the meaning of Article 4 point 1) of the TDC entrusted to the Processor on the basis of these Rules is the Data Controller.

2.2 The controller declares that the personal data entrusted to the Processor for processing are collected in accordance with the applicable law.

2.3 The Processor declares that it has at its disposal appropriate technical and organisational means, knowledge and qualified personnel, which enables it to properly perform these Regulations entrusting the processing of personal data and ensure the compliance of the processing with the provisions of law and protection of the rights of the data subjects. The processor provides sufficient guarantees of implementing appropriate technical and organisational measures to ensure that the processing meets the requirements of the PDPA.

2.4 The processor processes personal data only on documented instructions from the Administrator.

# 3. SCOPE OF DATA ENTRUSTMENT

3.1 The scope of personal data processing entrusted to the Processor includes: the following personal data of customers using or intending to use services provided by the Data Administrator:

- surname and first name
- e-mail addresses
- IP addresses
- telephone number

3.2 Moreover, the Administrator shall entrust the processor with the personal data of the Administrator's customers and potential customers, as well as any personal data provided during telephone calls recorded by the Administrator, if they are stored by the processor, in the following scope: identification data of the caller, contact details.

3.3 The entrustment referred to in this Agreement includes the processing of personal data in order to perform the following activities by the Processor: storing personal data in systems integrated with the Certifier Service, referred to in the Main Regulations, making back-up copies of personal data, storing recorded telephone conversations in which personal data is provided. Personal data will therefore be: collected, organised, recorded, structured, stored, processed, transmitted, made available, deleted or destroyed.

3.4 The processor is entitled to process personal data entrusted by the Administrator only to the extent and for the purpose related to the implementation of these Regulations and the Main Regulations. A change of the purpose or scope of the processed data requires an amendment of these Terms and Conditions.

# 4. OBLIGATIONS OF THE PARTIES

4.1 When processing personal data related to the execution of these Terms and Conditions, the Processor is obliged to comply with the applicable laws on personal data protection and to follow the Administrator's instructions on the principles of processing the entrusted personal data and on personal data security.

4.2 The processor undertakes to process personal data in accordance with the applicable legal regulations only to the extent necessary for the performance of the activities described in point 4.1. 3.4 of these Regulations. The processor acknowledges that processing of personal data by it in a wider scope or for other purposes, in the absence of an appropriate legal basis, will constitute a breach of the PDO Agreement and legal regulations and may constitute a basis for termination or non-renewal of the Cooperation Agreement.

4.3 The processor declares that it has at its disposal appropriate technical and organisational measures to protect personal data against unauthorised persons, taking them away by an unauthorised person, processing in breach of the law and damage, destruction or unjustified modification in accordance with the applicable law.

4.4 Before starting the processing of personal data, the processor must take the Personal Data Protection Measures referred to in Article 32 of the TYPE, and in particular: taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of the processing and the risk of infringement of the rights or freedoms of natural persons with different probability and seriousness of the threat, it is obliged to apply technical and organisational measures to ensure the protection of the personal data being processed, in order to ensure a level of security corresponding to this risk.

4.5 The processor must ensure control over what personal data, when and by whom they have been entered into databases and to whom they are transmitted, especially when they are transmitted by means of data transmission devices.

4.6 All confidential information and documents containing personal data transmitted electronically and the communication channel shall be secured with the use of cryptographic protection measures.

4.7 In the case of data processing with the use of an IT system, its operation and the devices included in it, used for the processing of personal data, only persons authorised to do so by name and trained by the Processor may be admitted.

4.8 The processor is obliged to keep a list of natural persons employed in the processing of personal data (regardless of the legal basis of employment) in connection with the performance of the PDO Agreement.

4.9 The processor, at the request of the Administrator, is obliged to immediately provide the Administrator with a list of persons employed in the processing of personal data (regardless of the legal basis of employment).

4.10 The processor undertakes to keep the personal data and ways of securing them in secret, including also after the termination of the PDO Agreement, and undertakes to ensure that its employees and other persons authorised to process the entrusted data, referred to in sec. 8 above, undertake to keep the personal data and ways of securing them in secret, including also after the termination of the PDO Agreement.

4.11 The processor shall process the entrusted data in its registered office and in remote locations at the sub-processors of the entrustment also outside the European Economic Area.

4.12 In the event that a third party takes legal action against the Processor and/or the Data Controller related to the violation of the rules of personal data processing, the Parties undertake to cooperate in order to take appropriate legal steps aimed, in particular, at dismissing or rejecting the third party's claims by the competent court, lodging an appeal or concluding a settlement, as well as other legal actions.

# 5. LIABILITY

In the event of a breach by either of the Parties of the principles of personal data processing, as set out in the Agreement, Act or relevant executive acts, and the other Party suffers any damage in this connection, the Party guilty of the breach shall be obliged to cover the damage suffered by the other Party, whereby the Parties limit their liability to so-called "damnum emergens" and exclude liability for so-called lost profits ("lucrum cessans").

# 6. DURATION

The Terms and Conditions are concluded for the duration of the Terms and Conditions of providing the Certifier service.

The Parties allow for the possibility of amending or early termination of these Regulations by mutual agreement.

In the event of expiration of these Terms and Conditions, the Processor undertakes to make it possible to copy any data entrusted by the Administrator, and then to delete the entrusted data within 14 days from expiration at the latest.

The Administrator may make a copy of the Terms of Use, however, not earlier than before the data has been copied by the Administrator, unless the Administrator has previously waived the possibility of making a copy in writing.