

The Terms of Service in the below version shall apply from 20.03.2024.

TERMS OF SERVICE

These Terms of Service prescribe the terms and conditions of the use of the Certifier platform and the Services available here: <https://certifier.io/> ("Certifier"), provided and delivered by Certifier Sp. z o.o. with its registered office in Krakow (31-124) at Dolnych Młynów 3/1, entered in the register of entrepreneurs of the National Court Register (KRS) under number KRS: 0000863560, Tax Identification Number NIP: 6762586390, share capital in the amount of PLN 107,550.00 ("Service Provider," "we," "us," "our").

We are proud to provide services to people who build their businesses every day. Our Services are designed with entrepreneurs in mind, therefore, please remember that the terms and conditions set forth in the Terms of Service are tailored just for them.

1. DEFINITIONS

- 1.1. Account – a service provided by electronic means by us; a modifiable part of Certifier, individually assigned to you as a User; the Account enables the use of the Services
- 1.2. Agreement – an agreement for the provision of the Services concluded between us and you as a User, the general terms and conditions of which are prescribed by these Terms of Service, and which refers primarily to the use of Certifier; the Agreement is binding upon your legal successors; you may not assign your rights and obligations resulting from the Agreement without our consent
- 1.3. API – a programming interface of Certifier defined at the source code level, made available by us upon terms prescribed in the Terms of Service
- 1.4. business days – days from Monday to Friday, within working hours of the Service Provider, with the exclusion of statutory holidays according to generally applicable legal provisions of the Republic of Poland
- 1.5. Content – information or materials published, created, or uploaded by you within your Account, as well as any information you provide into Certifier; Content includes, in particular, credentials, links, completed data, URLs, electronic signatures, Recipient data, and other information or materials created or sent by you within the Certifier functionalities
- 1.6. Fee – a periodic (or other) fee for the Services, prescribed in the Pricelist, whose amount depends on a selected Subscription Term, the payment method, and the objective scope of the Services
- 1.7. Force Majeure – an event that was not foreseeable by exercising care required within professional occupational relations, that remains beyond the control of both you and us, and that could not be prevented by you or us by exercising all due care, in particular, such events as natural disasters, extraordinary weather conditions, diseases of employees, hacking attack, state of emergency, unusual conduct of communities, and actions of public authorities, the shutdown of the services of an external provider or restriction in its use
- 1.8. Maintenance Break – a break in the availability of Certifier and the Services related to the necessity to carry out update, maintenance, or modernisation works that prevents or hinders their use
- 1.9. Newsletter - one of the Services we provide by electronic means which consists in provision by us to you of information on special services offered by us, as well as any news within Certifier or relating to us
- 1.10. Order – the User's statement of will leading to the conclusion of the Agreement or its amendment, including extension of the Services and change of the Package; Orders may be placed in particular by electronic means via Certifier, as well as by way of individual arrangements with the User.

- 1.11. Package – a variant prescribing the objective scope of the Services, selected by you out of the options offered by us; Packages may also be customised for individual Users
- 1.12. Parties – the User and the Service Provider
- 1.13. Pricelist – a statement of Fees assigned to particular scopes of the Services, in particular the fees covered by the Subscription; amendment of the Pricelist does not constitute amendment of the Agreement; the Pricelist is available here: <https://certifier.io/pricing>
- 1.14. Privacy Policy – a document presenting the details of the processing of the Users' personal data by us; the Privacy Policy supplements the Terms of Service and is available in electronic form here: <https://certifier.io/privacy-policy>
- 1.15. Recipient – an entity to whom the User provides Content by means of the Certifier functionalities pursuant to a separate agreement concluded independently of us and Certifier, between you and the Recipient; the Recipient may be a User
- 1.16. Services – services provided by us through Certifier to the Users, which consist in providing the Certifier functionalities, in particular to enable the User to run an Account, post, generate, and send Content
- 1.17. Subscription (Term) – a monthly (or a multiple of a month) or annual period of the Service provision for which the User pays Fees; a Subscription Term expires upon the end of the day that corresponds with its name or date to the commencement day of the Subscription Term, and if there is no such day in the following month – on the last day of the relevant month; a single Subscription Term constitutes a minimum term of the User's liability under the Agreement
- 1.18. Terms of Service – these Certifier Terms of Service, prescribing the general terms and conditions of the Agreements
- 1.19. User – a natural or legal person or an organisational entity who orders Services in direct connection with the pursued business or professional activity and with whom the Service Provider concludes the Agreement

SERVICES IN CERTIFIER, INCLUDING DOCUMENTATION AND ALL SUPPORT SERVICES, ARE PROVIDED 'AS IS.' WE MAKE NO EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT CONTROL AND CANNOT CONTROL THE FLOW OF DATA TO AND FROM THE CERTIFIER NETWORK AND OTHER PARTS OF THE INTERNET. Therefore, we disclaim responsibility for any such actions. By entering into an Agreement with us, the User acknowledges that they have not relied on any warranty or representation except as expressly set forth in this Terms of Service.

2. INTERPRETATION

- 2.1. Any definitions and phrases used in these Terms of Service are applied in the Agreement, as well as in other activities connected with the performance of the Agreement by us.
- 2.2. In the communication between you and us, the above phrases written with low-case letters have the meanings as defined in the Terms of Service, unless the sender expressly states otherwise.

3. GENERAL PROVISIONS

- 3.1. As an entity using our Services, you represent and warrant that you have become acquainted with the Terms of Service and raise no reservations towards them. Starting to use Certifier or the Services is tantamount to your acceptance of the Terms of Service.

- 3.2. Information included in Certifier, including in the Pricelist, does not constitute an offer within the meaning of Polish Civil Code, but constitutes an invitation for the Users to place offers.
- 3.3. You are not allowed to provide any Content of unlawful nature and use Certifier in a manner that hinders or prevents its proper operation.
- 3.4. Detailed rules on the use of the Certifier functionalities and individual Services are prescribed on Certifier under relevant tabs and in the descriptions of individual Services.
- 3.5. In the case of Users who are Recipients, the relevant provisions of point. 4, 5, 7, 11, 12, 15, 16, 17 of the Regulations and the provisions of the Privacy Policy shall apply.

4. CERTIFIER

- 4.1. In order to use Certifier, you have to meet the following minimum technical requirements: (a) a device with the Internet connection enabling the correct display of the Certifier interface, (b) an installed, latest version of either Internet browser: Edge, Firefox, Opera, Chrome, Safari, (c) active JavaScript and Cookie support (subject to the relevant provisions of the Privacy Policy), (d) an active e-mail account. The recommended minimum screen resolution is 1024x768 pixels.
- 4.2. The description of a particular Service available within Certifier may contain additional restrictions or indicated limits on the use of such Service.
- 4.3. The extent to which you may use Certifier is determined in particular by the Package selected by you.
- 4.4. We reserve all rights to Certifier that are not granted to you in an express manner under the Agreement. That is, the Agreement does not, in particular, authorise the Users to: (a) reproduce, disseminate, lend, dispose of, or otherwise redistribute Certifier or its elements, directly or indirectly, whether against charge or free of charge, otherwise than through us, (b) modify, reverse engineer, or otherwise interfere in the Certifier software, (c) use or develop the intellectual property belonging to us for the purpose of creating own products and services, (d) use the intellectual property belonging to us for an unlawful purpose or to our detriment. Any behaviour that meets either of the foregoing prerequisites will be treated as a gross breach of the Terms of Service, including the Agreement.
- 4.5. If within the Agreement term we improve Certifier, then its new version will immediately be implemented and made available to you through the Service. The time for implementing an upgrade or update of Certifier will correspond to the level of advancement and complexity of the implemented technical changes and may require a Maintenance Break. Such change does not constitute the amendment of the Agreement.
- 4.6. We are not liable for your compliance with the law, in particular consumer law. You acknowledge that the Certifier infrastructure is not a direction or guideline in terms of compliance of the implementation of Content, including credentials and other types of content generated through Certifier, with the law, in particular towards Recipients. If you find that a functionality of Certifier does not meet the requirements of the law, in particular consumer law, you are obliged not to use such functionality and notify us of that.
- 4.7. We expect each User to use Certifier in a reasonable and responsible manner.

5. ACCOUNT

- 5.1. In order to enjoy the Services as part of Certifier, you have to have an active Account. In order to set up the Account and gain the status of registered User, first, you have to complete the registration procedure according to the communicates displayed on Certifier. Please remember that you are obliged to provide your true and up-to-date details and maintain them the entire time you hold the Account.

- 5.2. Upon confirmation of completing your Account registration process, the Agreement for an unlimited period of time is concluded between us.
- 5.3. Please remember that you are responsible for what is happening on and also through your Account. You may not share the Account with unauthorised third persons and you are also responsible for keeping your login and password confidential. If you notice that an unauthorised person has used the Account, then please notify of this immediately.
- 5.4. You may only set up one Account within the Certifier. Your Account is non-assignable and non-transferable.
- 5.5. Except as otherwise stipulated in the Terms of Service regarding violations of their provisions, if you violate the Terms of Service or the Terms of Service are violated for reasons attributable to you, we will request you to cease the violation by setting a period of at least 7 days for this purpose, and upon the ineffective lapse of this period, we are entitled to do the following: (a) send you a warning about the possibility of blocking your Account, (b) block access to your Account, (c) delete the Account, and thus terminate the Agreement with immediate effect.

6. API

- 6.1. Throughout the Agreement term, we shall provide the possibility to use API against charge, unless we state otherwise in the Agreement or an Order.
- 6.2. You may use the API functionalities from the moment your Account is created and you generate an access token until the termination of the Agreement.
- 6.3. API shall be made available to you in a manner and upon terms prescribed in the records provided as part of the Agreement.
- 6.4. We reserve the right to change the API functionalities at any time, which shall not constitute amendment or breach of the Agreement, provided that the change of the functionalities does not cause deterioration of the quality of reception of the Services or Certifier.
- 6.5. We shall make API available to you to enable the User to integrate our Services with third-party applications, in each case for a purpose no broader than as specified in the API records. You may not use API and also may not make API available to entities that may use it otherwise than for the purpose specified in the preceding sentence or to entities that may use such access to API to the detriment of us. In particular, under the Terms of Service and the Agreement the User or any other entity is not allowed to: (i) reproduce, disseminate, lend, dispose of API and otherwise redistribute it, directly or indirectly, whether against charge or free of charge, otherwise than through us, (ii) decompiling, disassembling, reverse engineering or modify, reverse engineer or otherwise interfere in API, (iii) use or develop the intellectual property belonging to us for the purpose of creating own products and services, (iv) use the intellectual property belonging to us for an unlawful purpose or to the detriment of us, (v) publishing test results or benchmarking or performance analyses related to our intellectual property.
- 6.6. Clause 8.10. of the Terms of Service shall be applied accordingly to API.

7. NEWSLETTER

- 7.1. The Newsletter is delivered as part of the Package you choose.
- 7.2. The Newsletter Agreement does not involve any additional Fees apart from those resulting from the Package.
- 7.3. Upon registration of the Account, we and the User conclude an agreement for provision of the Newsletter service for an unlimited period of time.

- 7.4. The User may at any time terminate the agreement for provision of the Newsletter service with immediate effect by sending an e-mail to the address: support@certifier.io or by deactivating the Newsletter via the link found in each Newsletter message.
- 7.5. Resigning from the Newsletter does not affect the Fee resulting from the Package chosen by the User.

8. AGREEMENT CONCLUSION. AGREEMENTS TERM

- 8.1. You pick up an Order (selecting relevant Package or Services) via Certifier by means of a dedicated Order form, and then send it to us. By placing the Order, you make us an offer to conclude the Agreement whose subject matter covers the Services indicated by you in the Order.
- 8.2. The Order may also be placed by individual arrangements, e.g. by e-mail correspondence. Then, by placing the Order, you offer us to conclude the Agreement whose subject matter is to cover the Services determined between the Parties.
- 8.3. The Agreement may also be concluded on an individual basis, through negotiations between us, based on Orders. For the avoidance of doubt, it is stated that these Terms and Conditions also apply to the Agreement concluded so, and you become bound by the Terms and Conditions upon conclusion of the Agreement, including upon confirmation of the Order terms.
- 8.4. If the Order is placed otherwise than for a natural person, then by sending it, the relevant person declares that he/she acts upon commission of the User being an entrepreneur, legal person, or other organisational unit and is duly authorised to act for and on behalf of that User.
- 8.5. Once we confirm the acceptance of the Order, the Agreement is concluded between us on the terms stated in the Order and the Terms of Service, provided that the conditions prescribed in the Terms of Service are met, in particular, provided that the given person is entitled or duly authorised to conclude the Agreement.
- 8.6. The Agreement is concluded for the Subscription Term selected within the given Package.
- 8.7. As of the end of the aforementioned period, the Agreement is automatically renewed for a period of the same Subscription Term, unless terminated earlier (at least 1 (one) day prior to the lapse of the Agreement term) by either Party. The principle prescribed in the preceding sentence is accordingly applicable in the case of lapse of subsequent, extended Agreement terms.
- 8.8. You may also terminate the Agreement within 30 days from the date of its conclusion, regardless of whether you have used any of the Services. However, if you choose to terminate the Agreement and receive a refund, please be aware that all data on your account will be reset to the state it was at the time of the Agreement's initiation.
- 8.9. Except for the abovementioned 1 (one)-day notice period (8.7.) and the case of termination under 8.8. above, the Agreement may not be terminated during its term. A termination notice may be filed by email, in the written or document form, otherwise being null and void.
- 8.10. We are entitled to terminate the Agreement (by e-mail or in writing) with immediate effect if the User fails to pay any portion of the remuneration in due time or violates other provisions of the Agreement, including the Terms of Service. In such a case, we will first request you – as appropriate – to pay or to cease violations, setting a deadline of at least 7 days.
- 8.11. As a result of termination of the Agreement upon notice or otherwise, any Content and information provided within Certifier will be removed (unless the law of the European Union or a member state requires personal data to be stored) and you will irretrievably lose access to them.

9. PRICELIST

- 9.1. The valid prices are stated in the Pricelist. All prices stated in the Pricelist: (a) are net prices that in some cases have to be increased by VAT at the applicable rate; (b) may include no additional charges for the execution of the Order, including customs duties and other taxes.
- 9.2. The total remuneration due to us is calculated on the basis of the Order, in particular, according to the Fees stated in the Pricelist.
- 9.3. The Fees are non-returnable, also where you fail to use a particular range of Services unless the Terms of Service provide otherwise. The Fee will be charged in the amount indicated in the Pricelist also when you exhaust a relevant scope of Services, e.g. generate the Content in the form of a credential, etc.
- 9.4. We are entitled to amend the terms and conditions prescribed by the Pricelist, which will not constitute the amendment of the Agreement. Each time, we will notify you of a change in the Pricelist by e-mail. If you fail to submit a termination notice within the period indicated in the notice of amendment, the new Pricelist will apply to you with your next payment.

10. PAYMENT TERMS

- 10.1. We provide the Services against charge, unless we expressly indicate within Certifier that some of the Services are provided free of charge or for a trial period. In each case, the Fees are determined by the Order and Agreement.
- 10.2. Unless the Agreement states otherwise, the Fee for individual Services is payable for each month of the Subscription Term (in case of monthly period) or for each year (in case of annual period). The Fee is charged at the beginning of each billing period. Users agree to recurring payments.
- 10.3. You may upgrade the Package or purchase another Service at any time within the Subscription Term. The Agreement is amended by placement of an Order for another selected Package or Services, and the provisions of section 8 of the Terms of Service are applied accordingly. Unless the Order states otherwise, the change of the Package or the activation of the Service takes effect upon the first day of the month following the last month for which the monthly Fee has already been paid.
- 10.4. The Client hereby agrees to receive invoices in electronic form.
- 10.5. The day on which our bank account is credited with the relevant amount will be deemed the payment date.

11. CONTENT

- 11.1. When providing the Content by means of Certifier, each time you warrant and represent that: (a) you hold the rights to the Content at least to the extent required under your commitment to abide by the provisions of these Terms of Service and enabling the performance of the Agreement, (b) using and managing the Content within the frames of the Services as well as through Certifier will not infringe the rights of third persons, in particular, the Recipients, (c) the Content will not violate other provisions of the Terms of Service, in particular as prescribed in the paragraph below.
- 11.2. You may not generate in Certifier or use within the frames of the Services any Content which may: (a) infringe personal rights or interests of third parties, in particular intellectual property rights, (b) contain threats, incite aggression, or contain elements of unlawful violence, (c) be materials that may be used for unlawful, misleading, malicious, or discriminating purposes, promote violation of rights, in this suggest methods facilitating violation of such rights or encouraging such behaviours, (d) propagate methods and practices contrary to the idea of Certifier, (e) include materials that may be used for unlawful purposes, (f) evidently contradict the rules of social co-existence, common moral and social norms, or rules of netiquette, (g) contain vulgarisms and phrases that may in any way violate someone's dignity, (h)

propagate hatred based on race, nationality, denomination, or worldview-related reasons, (i) violate someone's privacy, (j) be of pornographic nature, or for other reasons be unsuitable for persons under the age of 18, (k) contain elements that propagate or are connected with weapons, alcoholic beverages, illegal drugs, pesticides, poisons and drugs, military organisations and political parties, sects and similar religious cults, pornography, prostitution and other similar products/services, (l) promote other websites or other Internet service providers competitive to us.

- 11.3. Upon provision of the Content into Certifier, for this purpose you grant us a licence with the right to grant further licences, without any limitations as to the territory and time, to use and dispose of the relevant Content, as a whole or in part, in a scope necessary for the operation of the Certifier functionalities, in particular, to satisfy the obligations prescribed by our Agreement.
- 11.4. You are fully and solely liable against us and third persons for the Content and any other damage resulting from the use of the Content, including the Content contained in the results of the Services (e.g. reports, credentials), in particular with respect to the Recipients, its reliability and authenticity.
- 11.5. We do not inspect Content unless the Agreement with you expressly provides otherwise. In order to avoid any doubt, it is stated that we do not verify, represent, or guarantee the completeness, accuracy, or reliability of any Content provided by you into Certifier as part of the Services as well as beyond Certifier, that means, e.g., shared with Recipients, on third-party platforms, etc., this refers in particular to the Content contained in the results of Services (e.g. reports and credentials). We do not verify the integrity of the Content or its compliance with any law or state actual statements contained therein.
- 11.6. We are neither responsible for creating backup copies of the Content nor liable for your losing the Content as a result of the deletion of the Account.
- 11.7. We may use the Content and other information entered into Certifier to improve the quality of the provided Services, whereby with regard to the Content that is personal data – in a manner and scope within the frames of the rules prescribed in the Privacy Policy.
- 11.8. You directly create Content, independently determining its content. As part of the Services, we also provide ready-made materials that you can use to create your Content, but remember that when you choose to use them you do so at your own risk and responsibility.

12. ADDITIONAL RESTRICTIONS

- 12.1. It is additionally prohibited, within the frames of Certifier or through Certifier or our Services, to:
 - 12.1.1. engage in any form of spamming, phishing, or fraud; this includes, among other things, sending unsolicited emails, messages, or content with the intent to deceive Recipients or others or to obtain confidential information;
 - 12.1.2. upload or create Content, including PDF attachments or other files containing viruses, malware, or other harmful elements; you are responsible for ensuring the security of the Content you upload and the manner in which you further share it, in particular with Recipients;
 - 12.1.3. take any other action that disrupts the Services or disrupts their integrity.
- 12.2. Furthermore, with respect to the Services, Certifier (including software, models, algorithms providing the foundation of Certifier or used as part of Certifier), or us as the Service Provider, you are not allowed to take the following actions:
 - 12.2.1. lend, rent, sell, share, dispose of, or otherwise transfer the Services or Certifier to a third person, in whole or in part;

- 12.2.2. decompile, disassemble, or reverse engineer as well as create or reproduce the source code or the underlying components of the models, algorithms, and systems of the Services, the software provided to Certifier, or any services of third-party providers;
- 12.2.3. publish the results of tests or comparative or performance analyses connected with the Services without our prior written consent.
- 12.3. Any behaviour that meets either of the foregoing prerequisites, as well as any violation of the provisions referred to in section 11 above, will be treated as a gross violation of the Agreement in connection with which we will be entitled to terminate the Agreement with immediate effect.

13. LIABILITY

- 13.1. We provide the IT infrastructure and ensure its technical functionality, what constitutes our liability for Certifier and the Services.
- 13.2. Since we provide only for access to Certifier and services provided by electronic means, we are not liable for damage resulting from:
 - 13.2.1. your violation of the provisions of these Terms of Service, in particular by creating Content that violates the law, good practices, or rules of social coexistence;
 - 13.2.2. your disclosure of the login or password for your Account to third persons; Account management;
 - 13.2.3. sending Content to Recipients in violation of the law or netiquette;
 - 13.2.4. an event of Force Majeure, activity of malware, DDoS attacks;
 - 13.2.5. deletion of the Account or loss of data stored in the Account;
 - 13.2.6. termination of the Agreement by the Service Provider resulting from a culpable act or negligence of the User;
 - 13.2.7. short-term lack of or impediments to access to the Services caused by a Maintenance Break;
 - 13.2.8. faults and defects of the Content, the manner in which the Content is shared, or the consequences of the use of the results of the Services (e.g., credentials, reports),
 - 13.2.9. publication in Certifier of any Content of unlawful nature, in particular, infringing third persons' rights;
 - 13.2.10. entering data, in particular Recipients' data, without the required authorizations or permits or in a way that violates their rights or legal provisions;
 - 13.2.11. reasons attributable to third parties, including service providers with whom our Services are to be integrated, the shutdown of Certifier, in whole or in part, or other causes beyond our control.
- 13.3. Furthermore, we will be liable to you only for damage caused by intentional fault and will not bear any liability for your lost profits, and – where possible – our liability will in any event be limited to USD 1,000.
- 13.4. We give no commercial guarantees in connection with the provision and use of Certifier.

14. PERSONAL DATA. TRANSFERRING DATA FOR PROCESSING.

- 14.1. This section 14 refers to our relationship with you as the data controller. In the performance of the Agreement, we will process the personal data with respect to which you are the controller as a processor. This means that this section 14 constitutes a data transfer agreement within the meaning of Article 28 of 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) ("GDPR").
- 14.2. The User is the Controller, within the meaning of the GDPR, of the personal data contained in the Content and the personal data of persons using the Services for or on behalf of the User (the User's employees

and associates). In order to enable the provision of Services, you have to transfer the above mentioned personal data to us for processing.

- 14.3. In the performance of the Agreement, we process personal data as a processor only upon your instruction. Such instruction is understood in particular as the acceptance of the Terms of Service and also the provision of personal data into the Certifier.
- 14.4. We represent that we have adequate measures, in this due safeguards, which enable the processing of the personal data in accordance with the provisions of the GDPR, warrant that we take any measures required under Article 32 of the GDPR, and fulfil the requirements prescribed in Article 28 of the GDPR.
- 14.5. You transfer data for processing to us for the term of the Agreement and only for the purpose of its performance.
- 14.6. You entrust us to process personal data of the following categories of data subjects:
 - 14.6.1. Recipients and their representatives;
 - 14.6.2. the User's representatives using Certifier.
- 14.7. You transfer the following categories of personal data to us for processing: i) first name; ii) last name; iii) e-mail address; (iv) any other data you enter into Certifier through its functionalities.
- 14.8. We have no control over the scope of the personal data you provide into Certifier. You are fully responsible for having a legal basis for processing the personal data you provide into the Certifier. At the same time, you agree that you will not enter into the Certifier any personal data that constitute special categories of personal data within the meaning of Article 9(1) of the GDPR.
- 14.9. We process personal data only upon your documented instruction, which applies also to transfer of personal data to a third country or an international organisation – unless such obligation is imposed on us by the law of the European Union or a member state to which we are subject; in such a case, before proceeding to process, we will notify you of such legal obligation, insofar as the law permits to provide such information due to important public interest.
- 14.10. We ensure that persons authorised to process personal data agree to keep confidentiality or are made subject to the relevant statutory confidentiality obligation.
- 14.11. We take all measures required pursuant to Article 32 of the GDPR and abide by the terms of services of another processor as prescribed in Articles 28(2) and 28(4) of the GDPR.
- 14.12. Taking into account the nature of processing, we assist the controller by appropriate technical and organisational measures, insofar as possible, to fulfil the obligation to respond to data subjects' requests for exercising their rights laid down in Chapter III of the GDPR.
- 14.13. We assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to us.
- 14.14. We may transfer the personal data transferred by you for processing to other entities for the purpose of executing the functionalities of Certifier and the Services and within the frames of internal User service processes, in particular to: providers of hosting for Certifier, provider of Certifier, e-mail operator, software development company, provider of e-mail services, accounting firm, law firm, entities providing cloud solutions and other solutions used by us in our current activity that involves personal data processing (general consent of the controller). The list of our sub-processors will be provided to the User upon their request.
- 14.15. We will notify you of any planned changes involving engagement or replacement of other processors, at least 7 (seven) business days before another processor commences to process, thereby enabling you to object to the use of another processor by us. In the absence of such objection, you are deemed to have given your consent to such change.

- 14.16. As a result of the termination of the personal data transfer agreement, we will not be able to perform the Agreement for you in the scope requiring the processing of the data controlled by you. Upon the end of the provision of the services related to processing, at your discretion, we will erase or return to you any personal data and erase any existing copies thereof, unless the law of the European Union or the member state requires that personal data have to be stored.
- 14.17. We will provide you with any information necessary to demonstrate compliance with the obligations prescribed in the personal data transfer agreement, and will enable you or an auditor authorised by you to carry out audits, including inspections, and will contribute thereto, with a proviso that you are obliged to notify us of a planned audit at least 7 (seven) days in advance.
- 14.18. We will immediately inform you if, in our opinion, a received instruction infringes the Regulation or other data protection provisions of the European Union or the relevant member state.
- 14.19. We are not liable for the legality of the personal data obtained by you or for compliance of such actions with the GDPR. We may provide you with our directions or own opinion in this matter, but it is not binding, whether for you or us, in particular, it does not extend the scope of the Agreement.
- 14.20. We will provide a comprehensive response to your each query connected with the processing of data within 5 (five) business days from delivering the query.
- 14.21. We undertake to notify you of any breach connected with the processing of data. In particular, we undertake, immediately but no later than within 36 (thirty six) hours from being advised thereof, to inform you of any events which may give rise to your liability as the data controller, on the basis of the generally applicable provisions related to the protection of personal data.
- 14.22. In the case of processing the transferred personal data beyond the EU, we will provide you with copies of documents that prove the legality of such activity (e.g. a document of concluded standard contractual clauses applicable in the agreement with the so-called sub-processor).

15. REPORTING VIOLATIONS AND COMPLAINTS / COPYRIGHT POLICY

- 15.1. We provide Certifier and ensure the technical functionality of the Services, what constitutes our liability for the Services. Nevertheless, we do not exercise ongoing control or monitoring over the Content, including its further sharing.
- 15.2. At Certifier, we care about security and respect for rights, therefore we are committed to ensuring that the Users respect all rights, in particular intellectual property rights referring to all the Content and Certifier. Therefore, if you notice any activity that violates the rights or interests of third parties, you should notify us of that. In the same way, you may also notify us on any infringement of the Terms of Service or the applicable law.
- 15.3. Any notification pertaining to acts that infringe any rights or interests should be sent to the e-mail address: support@certifier.io. In order to facilitate the procedure, the notification should include at least the following information: (a) identification details of you as the reporting person and an e-mail address, if other than the one used by you to send the notification, (b) indication of the Content or actions that infringe the law along with indication of the infringed law, (c) indication of the place within Certifier where the relevant material is located.
- 15.4. As a consequence of receiving such notification or official notification, access to the Content or relevant activity as part of Certifier will be prevented, and we will advise the User to whom the notification or complaint referred to that. Such User has 24 (twenty four) hours to take a stance towards the allegation. Then, if the allegation proves justified or the User fails to take a stance towards it, then we will remove such material, and in the case of considerable violation of the law – we will remove the Account from

which such actions were taken. The user may appeal against the decision within 7 days of receiving the justification for its removal.

15.5. The appeal should include a comprehensive justification. We consider appeals within 14 days.

16. COMPLAINTS

16.1. You may file a complaint related to the operation of Certifier. The complaint should include at least details enabling identification of you as the complaining person and state reasonable reservations and comments. The complaint should be sent via the contact form available here: support@certifier.io or to our local address.

16.2. We will consider the complaint within 14 (fourteen) business days unless you failed to describe the subject matter and scope of the complaint in a manner enabling its consideration or failed to provide data enabling its identification.

16.3. In the case referred to above, the term for considering the complaint is counted from the date on which you provide us with missing information.

16.4. We will send a response to the complaint to the address, including the e-mail address, indicated by you. Our response to the complaint is final.

17. AMENDMENT

17.1. We may amend these Terms of Service, in particular due to material reasons, whether legal (e.g. amendment of the generally applicable law or change of our organisational form) or technical (modernization of Certifier or the Services, change of the operation manner of Certifier or the Services).

17.2. The Users will be notified of any amendment of the Terms of Service along with the scope of the introduced amendments via e-mail sent to the address at which the Account is registered 15 (fifteen) days before the new Terms of Service come into effect ("Notification Term").

17.3. The User is entitled to file (at least in the document form, otherwise being null and void) an objection against an amendment to the Terms of Service within the Notification Term. If you fail to raise an objection within the Notification Term, then you will be deemed to have accepted the Terms of Service in their amended wording without reservations and become bound by them on the date on which the Agreement is extended for another term (as prescribed in section 8.7 of the Terms of Service).

17.4. At any time after receiving the notification, you may, by means of a written statement or express confirmatory action, resign from the Notification Term.

17.5. If you object during the Notification Term, then the Terms of Service will apply to you in their unamended wording until the end of the Agreement term. Nevertheless, in such a case, the Agreement will not be automatically extended.

17.6. We may introduce amendments to the Terms of Service with immediate effect, without observing the Notification Term, where:

17.6.1. we are subject to a legal or regulatory obligation under which we are obliged to amend the Terms of Service in a manner preventing us from meeting that Notification Term;

17.6.2. we are required, by way of exception, to amend the Terms of Service so as to counteract an unpredicted and direct threat connected with the protection of online agency services, consumers, or the Users against frauds, malware, spam, data breaches, or other cybersecurity threats.

18. FINAL PROVISIONS

- 18.1. As a User, you represent that, for the purposes connected with the promotion and advertisement of Certifier, we are authorised to use the information that we are the supplier of Certifier and the Services for you as our User. In this scope, we may use data identifying you, including your logo, and place such information on our websites, social media, and in any promotional and advertising materials, irrespective of their form, content, and number of copies.
- 18.2. We are open to receiving any feedback on our Services and Certifier (in the form of suggestions, opinions, or any other feedback). You may submit your feedback via support@certifier.io. At the same time, when you submit such feedback, you grant us a free-of-charge licence, without any limitations as to territory and time, to use it in order to continue to provide the Services, update, modify, maintain, or improve them.
- 18.3. We have also designated an electronic contact point related to Certifier intended for direct communication with Member State authorities, the Commission, the Digital Services Council: support@certifier.io. The same point of contact can be used by the User to communicate directly and quickly with us. Communication can be conducted in Polish or English.
- 18.4. Any materials and content, including without limitation graphic elements, the layout of such elements, trademarks and other marks, available on Certifier, are the object of our exclusive rights, in particular, they are protected under copyrights and industrial property rights. Any use of the materials provided by us in a form other than that stated in the Agreement is each time subject to our consent.
- 18.5. We process the Users' personal data in accordance with the Privacy Policy, which, among other things, serves to satisfy the disclosure requirement towards data subjects under the GDPR.
- 18.6. If any provision of these Terms of Service or its part proves invalid, then the provisions of the Agreement will remain effective, while the Parties undertake, upon request of either Party, to replace such invalid provisions or their parts with provisions whose legal effect and economic implication to the highest extent correspond to those of the replaced provisions or their parts.
- 18.7. The governing law for the liabilities resulting from the Agreement and the Terms of Service is Polish law. The Parties will make every effort so that any dispute resulting from or related to the Agreement be settled in an amicable manner. If the Parties are not able to settle a dispute amicably within one month, then such dispute will be referred for final settlement to the common court with jurisdiction over our registered office.