

## Terms & Conditions

### **§ 1 General Provisions**

1. The Owner and the Operator of the Platform named PLANBY is NESSPRIM KAROL KOZER based in Warsaw, ul. Zwycięzców 4a/15, 03-941 Warsaw, REGON: 385141742, NIP: 1133008521.
2. In every matter related to the functioning of the Platform, the User is asked to contact electronically via e-mail address: [contact@planby.app](mailto:contact@planby.app).
3. These terms and conditions are addressed to Users using the Platform.
4. These terms and conditions are specified in particular:
  - type and scope of services provided electronically,
  - terms and conditions of Services provided electronically, including the technical requirements necessary for cooperation with the ICT system used by the Operator,
  - conditions for conclusion and termination of the Service Agreement,
  - conditions for conclusion of the Service Agreement,
  - complaint procedure.
5. Each User who uses the Platform is obliged to familiarise themselves with these Terms and Conditions and comply with its provisions. The condition to use the Platform is the acceptance of these Terms and Conditions.
6. Each User is obliged to comply with rules of social coexistence, and generally applicable social standards, and to respect the good name and legal interest of the Operator and other Users. All activities that result in infringement of copyrights to the content published on the Platform and to the content available through the Platform are prohibited.
7. The Operator reserves the right to delete the Account or temporarily block Services and the possibility of using the content uploaded on the Platform for Users who violate or do not respect the provisions of the Terms and Conditions, and also infringe in any way the interests of the Operator or other Users.
8. The Platform is dedicated to companies. Other Users may use the Platform to a limited extent, in particular, to find out about the Operator's Services.

### **§ 2 Definitions**

1. The following expressions have the following meaning:
  - Cookies – means text files placed by the server on the User's end device, through which the User uses the website. Cookies are IT data, including, in particular text files stored on the User's end device (for example in the memory of a computer, telephone, or tablet) and enable the use of the Platform.
  - Personal Data – means any information relating to an identified or identifiable natural person, in particular, based on an identifier such as name and surname, an identification number, locations data, an online identifier or by one or more specific factors determining the physical, physiological, genetic, psychological, economic, cultural or social identity of the natural person.

- Registration Form – means the interactive form available on the Platform, enabling the creation of an account, required to provide Personal Data by the User.
- Civil Code – means the Act of 23 April 1964 Civil Code.
- Account – means an individualised collection of ICT resources, allowing the Company inc. to use the Platform after registering on the Platform and providing necessary data.
- Materials – means text, photos, graphics, datasheets, logos, trade names, and slogans made available on the Platform by the User.
- Membership subscription offer – means an offer to purchase a specific type of Membership made by the Operator to the Company.
- Subscription period – period of time during which the paid Services included in the Membership are made available to the User.
- Subscription fee – a periodic payment charged by the Operator for using paid Services provided to the User as part of the selected Membership, the amount of which is specified in the Price List.
- Membership – a Membership of paid Services selected and ordered by the User, provided by the Operator to the User on the Platform.
- Platform – means online platform available at the address <https://planby.app> maintained by the Operator.
- Privacy Policy – means a document containing information about the scope of data processing, rules and methods of processing personal data of those who are using the Platform and rights of these people. Privacy Policy is available on the website <https://planby.app>.
- Company – means an that has an account, and uses Services provided by the Operator on the Platform.
- Terms and Conditions – means these Terms and Conditions, are available on the website <https://planby.app>.
- Service Agreement – means a contract for the provision of electronic services between the Operator and the Company in connection with the use of the Platform on the terms specified in the Terms and Conditions.
- Service – means the services provided electronically by the Operator to the Company via the Platform.
- User – means the Company’s representative that has an account, and uses Services provided by the Operator on the Platform.
- Renewal Date – date of automatically renew on an annual or monthly basis depending on the Company’s Membership

### § 3 Basic conditions of using the Platform

1. The Platform allows Company to use a React.js based component that lets implement especially Client's schedule, EPG, live streaming timelines, schedules, music events or timelines.
2. The Operator uses „Cookies” files which are saved by the Operator's server on the hard disk of the User's end device when the User uses the Platform. The use of „Cookies” files is intended to correct the proper functioning of the Platform on the User's end device. This mechanism does not destroy and does not cause any configuration changes in the User's end device or the software installed on these devices. Each User can disable „Cookies” files in the browser of its end device. The Operator indicates that disabling Cookies may cause problems in the use of the Platform or impossible to use the Platform.
3. To use the Platform it is necessary for Users to:
  - have an active company's email on the company's domain;
  - have an active account;
  - have a device with internet access such as a PC, laptop, or mobile device such as tablet or smartphone, equipped with:
    - Windows operating system in the latest version or 2 versions back;
    - Android operating system in the latest version or 2 versions back,
    - the iOS operating system in the latest version or 2 versions back,
  - use one of the following browsers:
    - Firefox operating system in the latest version or 2 versions back,
    - Google Chrome operating system in the latest version or 2 versions back,
    - Safari operating system in the latest version or 2 versions back,
    - Microsoft Edge operating system in the latest version or 2 versions back,
4. The Platform is responsive and dynamically adapts to every screen resolution.
5. The Operator is not a provider of data transmission services. The costs of data transmission are required to conclude the Service Agreement and to use the services provided within the Platform, also the costs of voice calls are covered by Users on their own, on the basis of separate agreements concluded with telecoms operators or other ISP.
6. The Operator will make every effort to ensure that data transmission over the internet as part of using the Platform is safe, it means that the information is sent with the confidentiality, entirely and completeness of the transmitted data.
7. The Operator declares that regardless of its actions taken to secure the Platform, due to the public nature of the internet, Users should take into account the risk of obtaining and modifying their data by unauthorised persons. Users should also, to increase the security of their equipment and data, use appropriate technical measures that will minimise the above mentioned threats by using antivirus and identity protection programs while using the internet.

8. The Operator shall not be liable for technical problems or technical limitations in the User's hardware or internet connection used by the User, which prevents the User from using the Platform.
9. The Operator declares that if the Platform needs maintenance or changes to its operation, some or all functionalities may be temporarily unavailable.
10. The Platform may contain hyperlinks to other websites managed by a third party, inc. User's websites or online stores. The User uses the third-party resources at its own risk. The Operator is not responsible for the accuracy, timeliness, and completeness of the data contained on the third party's websites, which can be accessed via hyperlinks. The User after clicking the hyperlink is obliged to familiarise himself with the third party's terms and conditions and privacy policy.
11. The Platform is available 24 hours per day, 7 days a week.

#### **§ 4 Services provided by the Operator within the Platform**

1. Services are provided according to these Terms and Conditions.
2. The Platform allows to:
  - contact the Operator;
  - register and open an account;
  - use the search engine on the Portal by logged in Users;
  - create and manage the Company's and User's profile in the Company directory;
  - use a React.js based component that lets implement especially Client's schedule, EPG, live streaming timelines, schedules, music events or timelines
3. The Platform allows the User to use the following services:
  - Account Service, including Registration form which allows registering an account;
  - Newsletter Service;
  - Membership.
4. A detailed description of the services offered is available on the Platform. It may change as the scope of the Operator's offer develops.

#### **§ 5 Packages**

1. On the Platform the Operator offers Users a choice of one of the following Packages:
  - Open;
  - PRO;
  - PRO SaaS
  - Custom
2. Specifications of each type are specified on the subpage <https://planby.app>.

## § 6 Account

1. Registration requires opening an Account. Registration of an Account is free.
2. The User has the right to possess only one active Account on the Platform.
3. As part of the Account, the User is allowed to share its inventory on the Platform.
4. To register the Account the User is obliged to complete and correctly fill in the Registration form available on the website <https://planby.app> by providing the required data, and then clicking the „register” button.
5. To register the Company is providing the following data:
  - company name;
  - name and surname of the person making the registration;
  - email address on the company domain;
  - Company’s website;
  - Tax Identification number
  - country.
6. Registration and opening an Account requires prior acceptance of the Terms and Conditions by the Company and the User. An appropriate checkbox is available before proceeding to the Registration form.
7. In the process of completing the registration form, the Company provides the required data, and after completing the registration form, a message will be sent to the e-mail address provided in the registration form, indicating how to confirm the Registration and other information required by law.
8. If the Company chooses a custom package, the Operator shall contact the Company within 72 hours from the submission of the Registration Form of positive or negative verification via email in order to agree on terms and conditions, to the address provided by the Company in the Registration Form. After positive verification and agreeing the terms of cooperation, the Operator will send the Company a link to generate a password.
9. When registering the Account, as well as using the Platform, the User should provide true, accurate, complete, and not misleading data. The Operator does not verify the accuracy of the data provided by the User. The User is solely responsible for the veracity of the data provided during the registration, and when using the Platform, including Personal Data, both for itself and third parties. When the User provides personal data of third parties, the User declares that he has the appropriate authorization/consent of these persons to provide such data, including personal data, and to conclude the Service Agreement.
10. The Company may purchase a Membership through our authorized vendor who will process the payment method. By providing a payment method and completing purchase, the Company agrees that the Operator or the Operator’s payment vendors are authorized to charge the applicable fee including any applicable taxes and service fees.
11. For an on-going Membership, you agree that the Operator or the Operator’s payment vendors are authorized to periodically charge the applicable Subscription Fee on a recurring basis until

you duly cancel your Membership. The Company may edit payment method by signing into the Account and viewing the Membership details. The Operator or the Operator's payment vendors will attempt to verify the payment method you provide, and may do this by processing an authorization hold, which is a standard practice.

12. The User's email address provided in the Registration form is associated with the Account and will be used for any correspondence connected with the provision of Services. The User accepts the necessity to hold a valid and active email address.
13. Upon confirmation of the registration process by the User, the Account Service Agreement is concluded, provided that the User has fulfilled the terms and conditions required by these Terms and Conditions.
14. The Account Service Agreement is concluded for an indefinite period of time, subject to other provisions of the Terms and Conditions.
15. The User can delete its Account at any time, without naming any reason by submitting a unilateral statement to the Operator's e-mail: [contact@planby.app](mailto:contact@planby.app). Deleting the Account is tantamount to the termination of the Agreement.
16. The Operator reserves that if the termination of the Account Service Agreement would take place during the Subscription Period, The Account Service Agreement will terminate at the end of the Subscription Period.
17. The User is obliged to keep the password to its account securely and not disclose it to any third party. The User is obliged to immediately notify the Operator of any unauthorised use of its Account to the email: [contact@planby.app](mailto:contact@planby.app).
18. In the event of a change in the data provided during the registration process, the User is obliged to update the data on the Platform via the Account.
19. The Operator reserves the right to delete the Account or block the use of the Account for Users who violate or do not accept this Terms and Conditions, Privacy Policy, as well as violate in any way the interest of the Operator or third parties, as well as when the User:
  - during the Registration provides false, outdated, misleading data or infringing the rights of third parties;
  - has violated the personal rights of Users and third parties through the Platform;
  - has committed other acts violating any applicable laws, rules, and rights of these Terms and Conditions.
20. In the case referred to in sec. 15 the User is not entitled to demand a refund of the paid Subscription Fee, to which the User fully agrees.

## **§ 7 Trial Period**

1. After registering the Account, the Company is automatically entitled to use for free Services referred to in § 4 sec. 3 of these Terms and Conditions and functionalities referred to these Terms and Conditions to the full extent during the 14-day trial period (hereinafter referred to as the „Trial Period“). The Trial Period applies to PRO, PRO SaaS and Custom Packages.

2. At the time of signing up for a Trial Period, you must provide a valid payment method in order to use the Services during the Trial Period. Company's payment method will not be charged to access the Platform during the Trial Period.
3. The Company may terminate the use of the Trial Period at any time during the term thereof. Unless Company cancel the Trial Period before the renewal date, upon the expiration of the Company's Trial Period, the fee specified at sign-up will be charged to your payment method.
4. If the Company terminate the use of the Trial Period, the access to the Account will be blocked by the Operator. To unblock the account the Company has to contact the Operator via email at [contact@planby.app](mailto:contact@planby.app).

## **§ 8 Membership Agreement**

1. Information about Memberships posted on the Platform is an invitation to conclude the Membership Agreement.
2. Acceptance of the Membership subscription offered by the Company is performed through submitting a declaration of acceptance of this offer by e-mail to the Operator's e-mail, from which Membership Subscription Offer was sent, and by paying the invoice on time and in the amount resulting from the Membership Subscription Offer. Acceptance of the Membership Subscription Offer by the Company results in the conclusion of the Service Membership Agreement.
3. While submitting a declaration of acceptance of the Operator's Membership Subscription Offer, the Company declares that it has read the Terms and Conditions and fully accepts its provisions.
4. After accepting the Membership Subscription Offer, the User will receive an email to its mailbox which contains the final confirmation of the conclusion of the Membership Agreement, which shall contain information incl.:
  - the type of selected Membership ("Package");
  - the period for which the Membership Agreement is concluded;
  - the number of Users as a people entitled to use the Account;
  - information that the Terms and Conditions are an integral part of the Membership Agreement;
  - other terms and conditions of the Membership Agreement.
5. The Membership agreement is concluded for the duration of a specified Subscription Period related to the selected Membership. The Company agrees that its Membership agreement will automatically renew on an annual or monthly basis depending on the Company's Subscription. The Company authorizes the Operator to automatically charge the Company for the applicable fees on or after the Renewal Date unless the Subscription has been terminated or cancelled in accordance with this Agreement. The Company can cancel its Membership anytime online by going into its account settings and following the instructions provided. If the Company chooses to cancel its Membership during the Subscription Period, the Company may use the Service until the end of the Company's then-current Subscription Period or renewal period, but will not be issued a refund for the most recently (or any previously) charged fees.

6. Any amendments, supplements to the Memberships Agreement, as well as any notifications, or declarations made by the parties should be made in writing or the documentary form under the pain of nullity unless the parties have agreed otherwise.
7. The consolidation, securing and disclosure of data and terms and conditions of the Membership Agreement takes place via email.
8. In the event of discrepancies between the Membership Agreement and the Terms and Conditions, provisions of the Membership Agreement shall prevail.
9. Acceptance of the Offer and payment of the Subscription Fee results in the activation of the Membership and access to the Account.
10. The Subscription Period is counted from the date of access to the Account.
11. The User is entitled to use certain functionalities available on the Platform, depending on the Membership subscription purchased.
12. The User and the Operator hereby declare that they exclude the application of art. 66 (1) of the Civil Code.

#### **§ 9 Payments**

1. Using the Services is payable under the terms and conditions specified in the price list available on the Platform in the tab <https://planby.app> (hereinafter referred to as „Price list“).
2. Membership Subscription entitles the User to use the Services falling within the scope of the Membership purchased for a period of one month or 12 months.
3. The User is obliged to pay the Subscription Fee in advance for the entire Subscription Period in the amount resulting from the Price list on the basis of an invoice issued by the Operator.
4. The invoice may be paid in with the use of the Operator’s payment vendors website, by selecting one of the available payment methods. Information on current payment methods is available on the Operator’s payment vendors websites.
5. If the User decides to extend the subscription, the new Subscription Period will be counted from the day following the end of the previous Subscription Period.
6. If the User does not pay for the next Subscription Period, after the expiry of the current Subscription Period, access to the Account will be blocked.
7. The User declares that he accepts VAT invoices issued and sent electronically in pdf format (without signature). At the request of the User, the invoice is also sent by post to the address indicated by the User within 30 days from the date of delivery of this request.

#### **§ 10 Complaints regarding services provided electronically**

1. Any claims for incorrect performance of the Service Agreement by the Operator should be reported to the Operator via e-mail: [contact@planby.app](mailto:contact@planby.app)
2. The User will receive the confirmation of submitting the claim to the e-mail address provided during the registration of the Account.
3. Submitting a complaint should include name and surname, User name, e-mail address, in the case of using the Platform via mobile devices the name and the model of the device on which



the problem with the functioning of the Platform occurred, as well as the name and the version of the operating system installed on this device, as well as a brief description of the problem.

4. Correctly submitted complaints will be considered immediately.
5. The Operator will inform the User about the method of consideration of the complaint via email.
6. If the data or information provided in the complaint need to be supplemented, the Operator asks the User to supplement them before considering the complaint. The time of providing additional explanations by the User extends the period of considering the complaint.
7. If the Operator finds the submitted complaint justified the User has the right to extending the subscription for a period corresponding to the period of unavailability of the service.
8. In the event of complaints concerning the services provided by the third parties including those related to making payments through a Payment Agent, the User should submit a complaint directly to the third party providing the services. In this case, complaints are considered by these entities on the terms and the manner specified in their terms and conditions.

#### **§ 11 Obligations of the User**

1. Users are obliged to use the Platform in accordance with applicable law, these Terms and Conditions as well as the principles of social coexistence including general rules of using the internet as well as with respect for the rights of third parties and the Operator.
2. The User is obliged not to provide illegal or offensive content, the content of which transparency has been excluded, content that violates the personal rights of third parties, incites to commit a crime, as well as vulgar statements or in any way violate applicable social and moral norms, rules of social coexistence on the Internet (netiquette), as well as advertising content without the prior consent of the Operator. In particular, it is forbidden to:
  - disrupt, block, overload, interrupt, slow down, hinder the normal functioning of all or part of the Platform;
  - publish materials and content violating the rights of third parties including intellectual property rights;
  - publish vulgar materials and content, or containing profanity or content generally regarded as offensive;
  - promote totalitarian regimes and symbols related to them, inciting hatred or committing a crime;
  - publish and use personal data of other people and their images without legal grounds;
  - deliver malware;
  - interfere in any way with the content and appearance of the Platform; carry out reverse engineering processes in the field of reverse engineering, decompilation, disassembly, decryption, disassembly, translation, deconstruction, adaptation, and the use of other methods of discovering the source code or interfering with the Platform in any other way;

- undertake spamming activities as well as activities qualifying as an act of unfair competition or unfair market practice;
  - publishing links to pages and files containing any of the abovementioned content.
- 3. Users are obliged to immediately notify the Operator of any violations (or threat of violation) of their rights or the rights of third parties in connection with the use of the Platform. All notifications should be reported via email: [contact@planby.app](mailto:contact@planby.app).
- 4. The User is not allowed to interfere in any way with the content and appearance of the Platform.
- 5. The Operator reserves the right to claim damages to compensate for damages, which arise in connection with the User's failure to comply with the Terms and Conditions. The above is independent of civil liability towards third parties and criminal liability which may arise in such cases.
- 6. The User is not allowed to use web scrapping tools to download any data from the Platform or public pages shared via the Platform.

## **§ 12 Responsibility of the Operator**

1. The User uses the Platform voluntarily.
2. The Operator shall not be liable or responsible to Company or Users or third parties for any damages related to the use of data contained on the Platform or inability to use the Platform, regardless of the reason. The Operator excludes its liability towards Company or Users for damages resulting from lack of continuity in the provision of services, including those resulting from circumstances for which the Operator is not responsible or liable (e.g. force majeure, DDoS attacks, unavailability of infrastructure resulting from the fault of the hosting provider or the platform itself).
3. The Operator is not liable or responsible for the malfunction of the User's devices resulting in the inability to use the Platform, as well as for the consequences of non-compliance with the technical requirements referred to in § 3 sec. 2 of the Terms and Conditions by the Company and End Users.
4. The Operator's liability or responsibility towards the Company or the User, who suffered damage in connection with using the Platform and/or in connection with the service provided by the Operator is limited only to the actual damage and does not include lost profits and to the amount of the remuneration received by the Operator from the Company or the User for using the Platform.
5. The Operator conducts ongoing supervision over the technical functioning of the Platform, ensuring its correct operation, but does not guarantee that the Platform will be error-free and that it will operate without disruption.
6. The Operator is not liable for:
  - using the Platform by the User in a manner that is contrary to the Terms and Conditions, in particular, is not liable for damages caused as the result of providing untrue data and information by the User;

- effects resulting from the use of a login and a password to the Account by the third parties, which may consist of the implementation of instructions submitted via the Platform by an unauthorised person;
  - technical limitations or problems in ICT systems used by Users' devices that prevent or restrict Users from using the Platform;
  - loss of data caused by hardware, IT system failure or other circumstances independent of the Operator;
  - any damages or viruses that may infect hardware or any other property of the User as a result of accessing the Platform or downloading any content from the Platform.
  - any failure or delay (including but not limited to the use or inability to use any part of the Platform);
  - unsatisfactory quality and performance of the Platform.
7. The Operator ensures availability of Services provided via the Platform at the level of 99% except for pre scheduled technical breaks and technical breaks notified at least 7 days in advance, about which will inform by displaying relevant messages on the Platform or via email.
  8. The Operator declares that it does not provide any guarantees and warranties as to the accuracy or content of any Inventory and content published on the Platform that the User downloads from the Platform, or whether any content or Materials will be available. The Operator also declares that it does not provide guarantees and warranties as to the purchase of defective or counterfeit products via the Platform – the Operator is not liable or responsible for the above.

### **§ 13 Copyrights**

1. The Operator has all intellectual property rights to the Platform and its individual parts, therefore the use of the Platform in a manner or for a purpose inconsistent with the Terms and Conditions or the provisions of generally applicable law is prohibited and results in the Company or the User's liability to the Operator (joint and several liability).
2. It is indicated in particular that:
  - the program (including the source code), on which the operation of the Platform is based and its interface (graphic and functional layer seen by the User), also all graphic elements, multimedia, and creative functional elements of the Platform are subject to copyright protection;
  - The protection of confidentiality as part of the protection of know-how and business secrets covers all elements of the Platform, including the ideas and solutions used on the Platform.
3. Upon commencing the use of the Platform, the Operator grants the User a non-exclusive, free, non-transferable licence i.e. without the right to grant sublicense to use the Platform in accordance with its intended purpose. The licence is granted only to the extent resulting from the Terms and Conditions and does not authorise the User to use the Platform for purposes other than those specified in the Terms and Conditions. Performance of the Service Agreement includes making the Platform functionalities available to its Users via the Internet or other computer networks, mobile networks, and in any other way including via telecommunications

or satellite to provide Services, improve the functioning of the Platform, develop the Platform, exchange information, promote and advertise, as well as part of Services provided by the Operator to third parties.

4. In addition, privileges referred to in sec. 3, the User has no right to reproduce, sell or otherwise market or distribute the Platform in whole or in part, in any form, in particular, transmit or make available in computer systems and networks, or any other communication and information systems.
5. By using the Platform, the Company and the User are obliged to provide the Operator and publish on the Platform his materials or Materials for which he has an appropriate legal basis, including in particular photos, graphics, visualisations, and projects that will be provided as part of the performance of the Service Agreement, in particular, he undertakes to have all proprietary copyrights and industrial property rights to them, to the extent that their placement on the Platform and their use by the Operator does not violate any rights of third parties.
6. The Company and the Users declares that:
  - has all rights including proprietary copyrights, related rights, industrial property rights including in particular protection rights to the trademarks, the right to register industrial designs, to Materials published on the Platform or provided to the Operator to perform the Service Agreement, and that the use of this content will not infringe the rights of third parties;
  - gives consent to disseminate its image by the Operator, and in the case of using any images of third parties on the Platform, declares that obtained the appropriate consent of these persons for such dissemination of their image, and informed them about publishing their image on the Platform before such publishing or providing to the Operator;
  - gives consent to disseminate Materials and information about the User on the Platform and in Operator's promoting and marketing materials;
  - Once Materials are published, the User grants the Operator a free, non-exclusive, unlimited in time and territory licence to use intellectual property rights, including proprietary copyrights to works within the meaning of the Act on Copyright and Related Rights, i.e. Materials in order to perform the Service Agreement. The User grants the Operator a licence in the above scope in the following fields of exploitation:
    - use, display, transfer, and storage of Materials regardless of format, system, or standard;
    - right to permanent or temporary fixation or reproduction of Materials in whole or in part by any means and in any form, regardless of the format, system or standard, including entering into computer memory and permanent or temporary fixation or reproduction of such records, including making copies thereof and any use and disposing of these copies, also by recording and making copies on any kind of paper, electronic, magnetic or optical media;
    - right to disseminate, including entering records of Materials into the memory of computers and computer network servers, including those generally

available such as the Internet and via telecommunications networks (including the Internet and GSM networks) in any way and using any technology, in particular by disseminating in a way that everyone can have access to Materials at a place and time chosen by them and other methods of exploitation in telecommunications networks, regardless of the possible methods of limiting access;

- public display and presentation, including through the mechanisms of automatic playback of Materials on the websites;
  - placing on the market recording media of all kinds, as well as publishing publications based on Materials or with their use;
  - creating new versions and adaptations (translation, adaptation, modification or any other changes);
  - the right to public dissemination of Materials;
  - the right to disseminate, including saving the Materials into the memory of computers and computer network servers, including those generally available such as the Internet, and to make them available to users of such networks;
  - transferring or transmitting Materials between computers, and servers, by all kinds of means and techniques;
  - the authorization to derive and make modifications of Materials as well as the disposal and use of such studies in all fields of exploitation specified in this agreement;
  - using the Materials for any purpose, including for marketing, promotion, advertising, sponsorship, and sales promotion, as well as for the designation or identification of products and services and other activities, as well as for educational or training purposes.
- is fully entitled to grant a licence to the Operator, based on the conditions described above, as well as to use the content and images on the Platform by publishing, presenting, promoting and advertising them on the Platform.
  - gives consent to make the derivative work of Materials by the Operator and to use such derivative work to the extent to which the Operator is entitled to use Materials and to grant further consents to the extent corresponding to the licence granted to the Operator.
  - gives consent to exercise the moral rights to Materials by the Operator and declares that it will not exercise these rights in relation to the Operator and entities to which the Operator will grant further licences.
7. If the Company chooses the Custom Package, the license granted to use the Platform also authorizes the Company or Users to use the Platform in accordance with its intended purpose and functional scope, in the following fields of use:
- modifying, making changes to the Platform, translating, correcting errors, updating, combining with other programs, creating subsequent works that are separate

- programs, protected by copyright, used in whole or in part, and then using them in all fields of use indicated in this agreement ,
- paid distribution, dissemination, sale, sublicensing of the Platform to third parties who are the Company's clients as part of the Company's proprietary tool.
8. The User retains all personal rights and titles related to Materials published by him unless transfers the rights to them under a separate agreement. The User also retains the right to use, reproduce and distribute Materials on his own.
  8. In the event of an infringement of rights of third parties as a result of the User's actions, the Operator – at the request of authorised bodies (e.g. a common court) – is obliged to disclose and provide all information about the infringing User.
  9. The Company shall immediately enter into any dispute and satisfy or lead to the withdrawal or dismissal of all claims regarding infringement of intellectual property rights and/or protection right for a trademark/logotype, or other rights of third parties, which will be used under the Service Agreement. If the Operator is obliged to compensate the damage caused to a third party in connection with such breach, the Company is obliged to reimburse the amount of the benefit paid by the Operator in full, together with all costs incurred by the Operator for conducting the case, including expenses, court costs, and costs of legal representation, and to compensate the damage incurred by the Operator in these respect.
  10. The Company or the User may use any information and materials published on the Platform only through the Platform unless the Operator decides otherwise. The content and materials available on the Platform may be marked by the Operator with a digital watermark. The Operator takes the necessary technical and organisational measures to secure Services provided via the Platform, in particular, to prevent the unlawful acquisition of Users' Personal Data by third parties.
  11. The Platform is a database within the meaning of the Act of 27 July 2001 on the protection of databases and is also protected under copyright law as independent works. Users entering their content and Materials on the Platform do not become co-creators of the database. It's not allowed:
    - repeated and systematic downloading or re-using of information from the database, contrary to normal use and resulting in an unjustified violation of the Operator's legitimate interests;
    - repeated and systematic downloading or re-using contrary to normal use and resulting in an unjustified violation of the legitimate interests of the database producer – the Operator;
    - copying parts of the database beyond normal personal use.

#### **§ 14 Termination of the Agreement**

1. To exercise the right to terminate the Service Agreement the User is obliged to notify this by submitting a notice that may be sent by e-mail to: [contact@planby.app](mailto:contact@planby.app)
2. The Operator will immediately confirm to the User via email (provided during the registration of the Account) receipt of the termination notice of the Service Agreement.

3. In the event of termination, the Operator returns to the User a part of the Subscription fee corresponding to the period by which the Subscription Period was shortened due to the Company's resignation from further services within the Membership.
4. Subject to the remaining provisions of the Terms and Conditions, the Service Agreement may be terminated by the Operator with immediate effect, when:
  - The User violates the provisions of the Terms and Conditions and/or the Privacy Policy;
  - It was found that the User provided false, outdated, incorrect, or incomplete data or statements or data of other persons;
  - The actions or omissions of the User have a negative impact on the Operator's good name or brand, or otherwise significantly harm the Operator.
5. Terminations of the Service Agreement by the Operator in the cases referred to in sec. 4, do not entitle the Company to a refund of the paid Subscription Fee which the Company fully accepts.
6. In other cases than indicated in sec. 4, the Operator is entitled to terminate the Service Agreement with a 14-day notice period without naming any reason.

#### **§ 15 Data privacy protection**

Detailed information related to collecting and processing personal data is available in the Privacy Policy which is available on the Platform.

#### **§ 16 Amendments to the Terms and Conditions**

1. The Operator may amend the Terms and Conditions for important legal or technical reasons in the following cases:
  - amendments to legal regulations having a direct impact on the provisions of the Terms and Conditions;
  - imposing certain obligations by governmental authorities;
  - enhancing the protection of Users' privacy;
  - amendments to the Privacy Policy;
  - preventing abuse;
  - security/safety considerations;
  - technological and functional changes;
  - changes in the scope of services provided;
  - editorial changes.
2. Such an amendment shall become effective within a period not shorter than 14 days from the time the Operator informs about amendments to the terms and conditions by publishing it on the Platform. During this time, the User should accept the planned amendments to the Terms and Conditions or refuse to accept them by sending an e-mail to the address: [contact@planby.app](mailto:contact@planby.app).

3. If the Company does not accept planned amendments to the Terms and Conditions the Agreement expires within one month from the date of notifying the Operator about the refusal to accept those amendments. In this case, until the termination of the Agreement, the current Terms and Conditions shall apply.
4. If the Company does not submit a declaration of refusal or acceptance before the expiry of the deadline indicated above, it is considered that the Company has accepted the amendments to the Terms and Conditions without reservations upon the expiry of this period.
5. The Operator may amend the Terms and Conditions without 14-day period, referred to above, with an immediate effect, if:
  - it is subject to legal or regulatory obligations, under which it is obliged to amend the Terms and Conditions in such a manner that prevents it from keeping the above-mentioned 14-day notification period,
  - It must by way of an exception amend the Terms and Conditions to counteract unforeseen and immediate threats related to the protection of online intermediation services, Users against fraud, malware, spam, breach of data, or other cybersecurity threats.

#### **§ 17 Dispute Resolution**

1. In all disputable issues, the applicable law is Polish law and jurisdiction lies with the Polish court.
2. Any disputes arising between the Operator and the User will be settled firstly amicably.
3. Settlement of any disputes arising between the Operator and the User will be submitted to the court having jurisdiction over the Operator's seat.

#### **§ 89 Final Provisions**

1. In all matters not regulated by these Terms and Conditions, the relevant provisions of Polish law shall apply, in particular the provisions of the Civil Code, the Act of Providing Services by Electronic Means and the Act on copyright and related rights – in the currently applicable versions.
2. The User is not entitled to transfer any rights or obligations under the Agreement to a third party without the Operator's prior consent in writing, otherwise null and void.
3. If any of the provisions of these Terms and Conditions are considered invalid or ineffective, the remaining provisions shall remain in full force and effect. The invalid or ineffective provisions of these Terms and Conditions will be replaced by provisions that are legally valid and fully effective, as well as the most similar.