

# Terms of use of the bs4 core system

## 1. General provisions

These terms of use define the terms of service of access to the "bs4 core" system (hereinafter referred to as the "service") by bs4 business solutions sp. z o.o. with its registered office in Poznań (hereinafter referred to as "bs4"). Electronic acceptance of these terms in the application for access to "bs4 core" and commencement of use of the "bs4 core" system by logging in to it means conclusion of a legally binding agreement between the customer and bs4.

The condition of using the service is access to the Internet by the Customer using the web browsers listed on the bs4.io website, possession of a Tax Identification Number. For one Tax Identification Number, it is possible to use a maximum of 1 service.

## 2. Definitions

The terms used in the Agreement have the following meanings:

1. bs4/Service Provider – the entity providing the service under this Agreement, i.e. bs4 business solutions sp. z o.o. with its registered office at ul. Słowackiego 35/5, 60-824 Poznań, entered by the District Court of Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division into the National Court Register under KRS number: 0000310718, NIP: 7811824750, Share capital: 1,150,000;

2. Customer/Service Recipient – a natural person or a legal person, or an organizational unit without legal personality, to which the law grants legal capacity, which has concluded this Agreement as part of its business activities;

3. bs4 core software – software, the copyright of which is held by bs4, with functionalities and modules described on the bs4.io website. Depending on the variant selected by the Client, the software may have limited or full functionality.

4. Database – SQL database installed on the bs4 server, necessary for the operation of the bs4 core software.

5. User – any person who has an individual identifier and access password to log in to the bs4 core software and use it. Users within the service are managed by the Client.

6. Number of users – the maximum number of people who can log in to the bs4 core Software using their individual logins and passwords. The program will not allow you to create more active users than the specified Number of users.

7. Price list – the current price list of bs4 services available on the bs4.io website.

8. Additional services – other services provided by bs4 for the Client that supplement the bs4 core access service. These services can be additionally ordered by the Client, they are described on the bs4.io website and included in the price list.

These may include remote consultation services from a bs4 specialist, software configuration, password reset, sending a copy of the database, etc.

9. Test period – the initial, free period of use of the service used for software testing by the Client. The period may last 14 days or longer, according to each decision of bs4.

After this period, the service is subject to a fee.

10. Subscription period – a 1-month or 1-year period of billing the service, depending on the option chosen by the client when ordering the service. Periods are counted in full calendar months. For this reason, the first billing period may be an incomplete month. For such a month, a flat fee of 50% of the monthly fee will be charged.

### 3. Scope of service

1. bs4 provides the Customer with a copy of the bs4 core software along with the necessary database on a server at the disposal of bs4 accessible via the Internet.
2. bs4 grants a non-exclusive, partial license on the terms specified in the further part of the regulations for this software for the duration of the agreement.
3. bs4 undertakes to maintain the software and the database necessary for its operation on the server in accordance with the technical limitations specified on the bs4.io website.
4. In the order, the Customer declared the maximum number of users selected by him that can use the bs4 core software, as well as the base or pro version of the program (with the software functionality as described on the bs4.io website).

### 4. Rights and obligations of bs4

1. bs4 is obliged to provide services with special care required for this type of activity. In particular, it should ensure the confidentiality and security of the Client's data. bs4 provides encrypted connections to the server via the HTTPS protocol, and also makes every effort to ensure that the servers are professionally secured against unauthorized access.
2. bs4 undertakes to ensure constant and uninterrupted operation of the service.
3. bs4 is obliged to create a daily copy of the client's database and its binary data uploaded to the bs4 core program. Copies are used to recover data in the event of a failure or at the Client's request. Only a copy from the previous or current day is available.
4. bs4 has the right to limit the size of the database or the scope of use of the Service (e.g. transfer, maximum size of binary data) in accordance with the price list.
5. bs4 is obliged to provide a copy of the Client's database at his request in accordance with the price list, provided that the Client has no payment arrears towards bs4.
6. After receiving each payment from the customer towards the provision of the service, bs4 is obliged to issue and send an electronic VAT invoice by e-mail to the data provided by the Customer when ordering the service. The prices included in the bs4 price list include a discount of PLN 10 for the electronic form of the invoice. In the case of the paper form, this discount is not granted.
7. bs4 has the right to suspend the provision of the service (prevent logging in) in the event of the Customer's failure to pay for the service for the next period. Restoring logging in after the Customer has paid is associated with a fee specified in the price list. Temporary blocking of access to the service due to the Customer's failure to pay on time is not a basis for reducing or waiving the fee by the Customer. In the event of a delay exceeding 30 days, bs4 has the right to terminate the agreement and remove the bs4 core software and irreversibly delete the database and copies of the Customer's database.

8. bs4 has the right to modify the bs4 core software, update to newer versions, change the functionality of the program. bs4 should notify the Customer of any changes at least 7 days in advance by e-mail. If the changes introduced deprive the Customer of important functionalities that they previously used, they may terminate the agreement at the end of the current calendar month, and bs4 is obliged to return any overpayment for the unused subscription period or prepaid and unperformed additional services.

9. bs4 has the right to terminate the agreement with immediate effect, block the Service in whole or in part or refuse to provide Services to the Customer in the future in the event of a breach of the provisions of the Regulations by the Customer.

## 5. Customer's rights and obligations

1. The customer is obliged to pay for the service in accordance with the price list for each subsequent subscription period in advance. This does not apply to the test period, during which the customer can use the service free of charge.

2. The customer has the right to transfer their rights and obligations resulting from this agreement to another, designated entity, if this entity gives its written consent. In this respect, a fee is charged in accordance with the price list.

3. The customer has the right to reduce or increase the number of users, switch to a more expensive version of the software at the beginning of the next subscription period. A change during the subscription period or switch to a cheaper version of the software depends on each individual decision of bs4.

4. The customer is obliged to refrain from unethical activities using the service, in particular conducting e-mailing campaigns that can be considered as sending spam, sending SMS without the consent of the recipients, violating the rights of third parties to trademarks, attempting to break into the bs4 core software or bs4 servers.

5. The customer is obliged to comply with applicable legal regulations, in particular regulations related to the protection of personal data, provision of services by electronic means.

6. The Client undertakes that as part of using the service, he undertakes to comply with copyright and related rights, including property copyright and personal copyright and industrial property rights, including rights from the registration of inventions, patents, utility models, industrial designs, trademarks, geographical indications and topographies of integrated circuits, belonging to third parties.

7. The Client ensures that all content sent by him via the service will not contain malicious software that may cause disruption or threaten disruption in the functioning of the bs4 core software.

8. In order to ensure correct settlements between the Client and bs4, the Client is obliged to provide the following true data during registration: first name, last name, company name, company headquarters address, Tax Identification Number, e-mail. In the event of any change in any of these data, as well as in the event of loss of the status of an active VAT payer, the Client is obliged to immediately inform bs4 by e-mail.

9. The Client has the right to terminate the agreement with immediate effect if the service is unavailable for reasons other than those listed in the agreement (e.g. technical problems), for a period of 4 days. In this case, the Client is entitled to a refund of any overpayment for the unused subscription period or prepaid and

unperformed additional services.

## 6. Complaints and liability of the parties

1. In the event of errors in the operation of bs4 core or unavailability of the service, the Customer may file a complaint by e-mail.
2. In the event of a justified complaint - if there was a significant error in the operation of the service, bs4 should remove the error within 7 working days.
3. In the event of a justified complaint - unavailability of the service, bs4 should restore the service as soon as possible.
4. In the event of bs4 failing to fulfill its obligations under points 2-3 of this paragraph, the Customer may demand compensation from bs4 in the form of a discount on subsequent services or terminate the agreement.
5. bs4's liability towards the Customer for all reasons, and in particular in connection with the non-performance or improper performance of the agreement, is limited to twice the value of the monthly subscription fee due to bs4 in the month of causing the damage.
6. bs4 is not liable for damage resulting from interruptions in the provision of the service caused by the failure to fulfill the obligations of any third parties.
7. bs4's liability does not cover the benefits lost by the Client as a result of the failure to perform or improper performance of the contract by bs4.
8. bs4 shall not be liable for damages caused by the lack of continuity of services due to the Client's fault, and in particular caused by improper functioning of the computer system resulting from:
  - a. interference in the software or databases by unauthorized persons,
  - b. errors and deficiencies in the databases supported by the software,
  - c. incorrect operation of the software,
  - d. incorrect interpretation of results,
  - e. ignorance of the law.
9. The Client shall be liable to third parties for their actions taken in connection with the use of the service or for their omissions related to the use of the bs4 core software.

## 7. Confidentiality

The Parties undertake to maintain the confidentiality of all information obtained during the performance of the Agreement, about which they may suspect that it is confidential commercial information or that it is treated as such by the other party. In particular, confidential data is considered to be: personal data of contractors entered into the bs4 core database, personal data of the Client's employees, marketing and financial data of its contractors. The obligation does not apply to cases of providing information at the request of the court, prosecutor's office, tax authorities or control authorities, as well as as a result of the implementation of other obligations provided for by law.

## 8. Protection and processing of personal data

1. In accordance with Article 28, paragraph 3 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) (OJ EU. L. of 2016, No. 119, p. 1), hereinafter referred to as GDPR, the Client entrusts bs4 with the processing of the personal data indicated below, and bs4 undertakes to process them in accordance with the law. bs4 may process personal data only to the extent and for the purpose specified in this section and in accordance with other documented instructions of the Client, whereby such documented instructions shall be deemed to include the provisions of this section and any other instructions sent by the Client electronically to any e-mail address of the Processor or in writing

2. bs4 undertakes to process personal data of the following categories of data subjects: employees of the Client and Persons associated with the Client's Contractors (Clients), including Employees.

3. The scope of personal data entrusted to the Processor for processing includes first name/names, last name/last names, residential address, registered address, Tax Identification Number, telephone number/numbers, e-mail address/addresses, identifiers (logins) of messengers and social networking sites, marketing data according to the Client's decision,

4. The purpose of processing personal data indicated in the point above is to perform the service, in particular to support the Client in service work related to the operation of bs4 core, consisting in modifying the configuration of files containing personal data of the bs4 core database, carrying out imports from external systems and diagnosing and solving technical problems in order to optimally operate bs4 core.

5. bs4 undertakes to process personal data on a permanent basis. In particular, bs4 will perform the following operations concerning the entrusted personal data consisting of: modifying the configuration of files containing personal data of the bs4 core database, carrying out imports from external systems and diagnosing and solving technical problems in order to optimally operate bs4 core.

6. Personal data will be processed by bs4 in electronic form in IT systems.

7. bs4 will collect/receive personal data from the Client by obtaining access to the bs4 core system under the Client's rights electronically on the basis of encrypted access.

8. Before starting to process personal data, bs4 must take measures to secure personal data referred to in art. 32 of the GDPR, in particular:

a. taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing and the risk of violating the rights or freedoms of natural persons with varying probability of occurrence and severity of the threat, it is obliged to apply technical and organizational measures ensuring the protection of the processed personal data in order to ensure a level of security corresponding to this risk. bs4 should appropriately document the application of these measures and update these measures,

b. ensure that any natural person acting under the authorization of the Processor who has access to personal data processes them only on the instructions of the Client for the purposes and to the extent specified in this paragraph,

9. bs4 undertakes to assist the Client in fulfilling the obligations specified in art. 32-36 of the GDPR.

10. In the event of a suspected breach of personal data protection, bs4 undertakes to:

a. provide the Client with information on the breach of personal data protection within 24 hours of its detection, including the information referred to in art. 33 sec. 3 of the GDPR,

b. conduct a preliminary analysis of the risk of violating the rights and freedoms of data subjects and provide the results of this analysis to the Client within 36 hours of detecting an event constituting a breach of personal data protection,

c. provide the Client - at their request - with all information necessary to notify the data subject, in accordance with art. 34 sec. 3 of the GDPR, within 48 hours of detecting an event constituting a breach of personal data protection.

11. bs4 undertakes to comply with any instructions or recommendations issued by a supervisory authority or an EU advisory body dealing with personal data protection, concerning the processing of personal data, in particular in the scope of the application of the GDPR.

12. The Client allows for the possibility of sub-entrusting the processing of entrusted personal data to subcontractors of the Processor (so-called sub-processors) - solely for the purpose of performing the service.

13. In the case of sub-entrusting the processing of personal data, the sub-entrusting of processing will be based on an agreement, on the basis of which the subcontractor (sub-processor) undertakes to perform the same obligations that are imposed on the Processor under this paragraph.

14. The Client is entitled to verify compliance with the principles of personal data processing resulting from the GDPR and this agreement by the Processor, through the right to request any information regarding the entrusted personal data.

## 9. Copyright

1. bs4 declares that it holds the copyright to the bs4 core Software.

2. bs4 grants the Client a non-exclusive license to use the bs4 core Software on the terms set out in this agreement.

3. The license is granted for the following fields of use: use for own needs.

4. The granting of the license is time-limited and is valid only for the duration of this agreement.

5. The software can be used from multiple computers connected to the server via a computer network. The number of people registered simultaneously in the program who can use the program is limited to the number of users ordered as part of the service.

6. The Client has no right to modify the bs4 core Software other than that provided for in the administrator panels. In particular, temporary or permanent duplication of the bs4 core Software is prohibited - neither in whole nor in part, by any means and in any form, subject to the right to make backup copies for archival purposes, which cannot be used simultaneously with the bs4 core Software.

7. bs4 shall retain all copyrights on an exclusive basis with respect to the bs4 core Software and all modifications and extensions thereto.

## 10. Final provisions

1. The Parties agree on the form of submitting declarations of intent - via e-mail to the

company address of the other party. Declarations of bs4 addressed to the Client at the address of their registered office indicated in the agreement or in the notification of change of address, if not collected, produce legal effects on the date of the notification.

2. The agreement is concluded for an indefinite period. Each party may terminate the agreement - in the case of a 1-month subscription period - with a notice period of 1 full calendar month. In the case of a 1-year subscription period, the agreement may be terminated at least 1 month before the end of the settlement period with effect at the end of the current subscription period.

3. bs4 reserves the right to unilaterally change the provisions of this agreement, notifying about the new content at least 1 month before the change comes into effect. In such a case, the Client has the right to terminate the agreement and obtain a refund of any overpayment for future bs4 services.

4. In matters not regulated by the bs4 agreement with the Client, Polish law shall apply, in particular the provisions of the Civil Code.

5. Any disputes arising from this Agreement shall be settled by the competent court at the registered office of bs4.