PRODIO TERMS OF SERVICE

Effective Date: 1 January 2020

§ 1. General provisions

1. These Terms of Service define the type, scope and conditions of Provision of Electronic Services through the Website, including the terms of use of the System.
2. The owner of the Website is Prodio Sp. z.o.o. with its head office in Katowice, Chorzowska 6 Street, registered in the National Court Register by the District Court in Kielce, 10th Commercial Division of the National Court Register under the number KRS 0000638526; NIP: 959-197-73-80, REGON: 365460167, registered capital: 10000 zł PLN
3. The use of the Website and the Services provided through it requires prior acknowledgement with these Terms of Service and their approval. The failure to accept the Terms of Service prevents you from placing an order and using the Services.
4. Due to the nature of the Services, the Terms of Service do not apply to the Consumers.

§ 2. Definitions

The following terms used in these Terms of Service shall have the meanings given to them below:

1. **Act on Provision of Electronic Services** means the Act of 18 July 2002 on the provision of services by electronic means (i.e. of 3 March 2020, Journal of Laws 2020 item 344),
2. **Activation Link** means an encoded link generated after the payment for Services order, individually assigned to the Customer, which after the completion of the access code enables access to the Customer Account,
3. **Consumer** means a natural person who makes a legal transaction with an entrepreneur that is not related directly to his/her economic or professional activity, as well as an entrepreneur running a sole proprietorship, entering into contracts of a non-professional nature, who is granted a consumer nature rights under the provisions of law (including the Act on Consumer Rights and the Civil Code),
4. **Contract** means a contract for the Provision of Electronic Service, executed remotely between the Service Provider and the Customer, the subject and content of which is determined by the provisions of these Terms of Service, Price List and information on the Services available on the Website,
5. **Customer** means the Entrepreneur using the Services under the Contract for the purposes directly related to his/her economic or professional activity,
6. **Customer Account / Account** means a part of the Website, constituting a set of resources and rights assigned to a particular Customer, available after logging in with a login and password, through which the Customer has access to the System and may use the Services,
7. **Entrepreneur** means a natural person not being a Consumer, a legal person or an organisational unit which is not a legal person and to which a separate act grants legal capacity, performing business, including partners of a civil law partnership, to the extent of the business activity they perform,
8. **GDPR** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation),

9. **Mobile Application** means a software together with elements other than software, in a version for mobile devices, through which the Customer may use the functionalities of the System,

10. **Price List** means a list of information on the fees for the Services provided by the Service Provider, available on the Website under the tab "Price List" / at the address: https://getprodio.com/pricing/ , constituting an integral part of these Terms of Service,

11. **Provision of Electronic Services** means a provision of the Services to the Customer without the simultaneous presence of the parties (at a distance) through the transmission of data at the individual request of the Customer, which are transmitted and received through electronic processing equipment, including digital compression, and data storage, which is entirely sent, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2004. - Telecommunications Law,

12. **Service Provider** means an entity providing Services electronically under the Terms of Service, Price List and information about the Services available on the Website, https://getprodio.com/

13. **Services** mean free of charge and chargeable services performed by the Service Provider to the Customer electronically, through the Website, involving ensuring the Customer access to the System and its functionalities, as well as its proper operation,

14. **Settlement Period** means a period beginning on the day of the first payment and ending on the last day of reference period, for which the Customer's obligations under the Services provided on a subscription basis are settled,

15. **Subscription Fee** means a fee for the use of the Services in a given Settlement Period, paid by the Customer in an amount specified in the Price List,

16. **System** means IT solution being software, together with elements other than software, available in the SaaS (Software as a Service) model, provided by the Service Provider to the Customer through the Website, under the Contract,

17. **Terms of Service** mean these Terms of Service for the Provision of Electronic Services, constituting standard contract and at the same time complying with an obligation referred to in Article 8 (1) (1) of the Act on Provision of Electronic Services,

18. **Website** means an organised IT and information platform enabling the Customer use of the Services and access digital content developed by the Service Provider available at the domain address www.xxx.pl and its subdomains.

§ 3. Technical requirements

1. Using the Website, including in particular the Services, requires meeting the minimum technical requirements necessary for the cooperation with the System, i.e.:
   1) having a functioning device with an Internet connection (e.g. computer, tablet, smartphone),
   2) permanent Internet connection with a minimum capacity of 10Mb/s
   3) current and correctly configured web browsers versions of Google Chrome
   4) the software enabling proper display of PDF documents,
   5) active email address,
   6) cookies and JavaScript enabled.

§ 4. Use of the Website

1. On the Website, the Service Provider enables the Customer:
   1) reviewing the information on the scope and conditions of performance of the Services,
   2) creating, maintaining and cancelling the Customer Account,
   3) placing orders for Bundled services and use of the Services,
   4) communication via the contact form,
   5) online chat conversation with the Service Provider.
2. By accepting these Terms of Service, the Customer is obliged in particular:

1) not to provide unlawful content, including but not limited to: post offensive, untrue, immoral, violating good practices, promoting violence and hatred content,
2) not to undertake any actions aimed at disrupting the functioning of the Website and gaining access to information or data not intended for the Customer,
3) not to undertake any other actions which would be contrary to applicable laws, good practices or would violate the rights and personal interests of the Service Provider and third parties.

3. The Customer undertakes to use the content of the Website solely for his/her own purpose and for the performance of the Contract. Use of the resources and functionalities of the Website for other purposes, requires a separate, prior and written consent of the Service Provider.

4. In the event that the Customer using the Website, breaches these Terms of Service or the applicable laws, or in any other way acts to the detriment of the Service Provider and/or third parties, the Service Provider may restrict or deprive him of access to the Website, effective immediately. The Customer shall be notified immediately of the measures taken by the Service Provider. Re-granting access to the Website requires the prior consent of the Service Provider.

5. If the event referred to in section 4 above occurs, the Customer should undertake immediate actions to eliminate the reason for the restriction or blocking access to the Customer Account; otherwise, the Service Provider is entitled to terminate the Contract with immediate effect (without notice).

6. The Service Provider reserves the right to suspend the provision of the Services within the System due to maintenance or repair works, modernisation or rebuilding the System. The Service Provider shall make efforts to ensure that the interruptions in the provision of Services are not onerous to the Customers. The notification on the planned, temporary suspension of the System shall be provided to the Customers by email to the email address provided during registration or through the Customer Account.

7. The Service Provider shall not be liable for interruptions in the provision of Services or disruptions in access to the Website, caused by force majeure (fire, natural disasters, epidemics), Customer's equipment malfunctions, power or Internet connection cuts, unauthorised interference by the Customers or third parties or malfunctions of telecommunication systems and software installed on the Customers' computer equipment.

§ 5. Customer Account

1. Registration and maintenance of the Customer Account are free of charge.
2. Registration of the Customer Account requires filling in a registration form available on the Website and providing the following data in line with the facts: https://app.getprodio.com/site/register/
3. The contract for maintaining the Account between the Service Provider and the Customer enters into effect upon the Account activation by the Customer by clicking on the Activation Link sent by the Service Provider to the email address provided by the Customer upon the Account registration.
4. Logging into the Website requires a login and password. The login is the Customer's email address. The password is set by the Customer in the course of the Account registration.
5. The Customer undertakes to maintain the confidentiality of information enabling access to the Customer Account. To maintain the security of login, the Service Provider recommends changing the login password every 30 days. The Service Provider is not responsible for the consequences of sharing the password by the Customer with third parties.
6. The Account is created for an indefinite term, whereby the Customer is entitled to cancel the Account at any time without giving a reason. To this end a contact with the Customer Support department on magda@getprodio.com is required.

7. The Service Provider is entitled to block the Account in the case referred to in Article 4 section 4 hereof or to cancel the Account in the case referred to in Article 4 section 5 hereof.
8. Change or recovery of the password is possible through the password recovery or change function available at individual login page].

§ 6. Use of the Services

1. The use of the Services requires prior registration of the Customer Account on the Website, approval of the Terms of Service and Privacy Policy, acknowledgement of the Price List and information on the available Services, published on the Website and, in the case of chargeable Services, upon the payment of the Subscription Fee.
2. Customers may use the Services free of charge - as part of free access to the Services for 14 days and for a charge - as part of the chosen option of the chargeable Services, according to the Price List.
3. Respectable there are avaliable different subscription periods for the chargeable Services, and the choice of the type of chargeable Services is made by the Customer when placing an order for the Service. The time of providing the Services within the purchased subscription starts from the day of activation of the Services.
4. The orders placed but not confirmed within 7 days shall be cancelled.
5. Orders for the Services are received and registered by the Service Provider from Monday to Friday between [8] and [17] CET throughout the calendar year without Polish official bank holidays.
6. The free of charge Services shall be activated within 72 hours from the confirmation of the order placed by the Customer via an email with link with the confirmation of creating an account, and the chargeable Services, within 96 hours hours after the Service Provider's bank account has been credited with the Subscription Fee, the amount of which depends on the selected option of the Services.
7. The Customer, during and after the termination of the free of charge Service, may enter into a Contract for the provision of the chargeable Services, through a contact with the sales department via built in chat / email or a dedicated bookmark inside the application. The Service Provider shall inform the Customer via email about termination of the non-chargeable Service and the possibility to enter into a chargeable Contract.
8. The Customer shall have the right to change the Subscription Fee and the chosen type of the Services at any time, before the end of the current Settlement Period. To do so, the Customer shall contact the sales department via built in chat / email or a dedicated bookmark inside the application. The new Settlement Period for the new type of Services shall start after the end of the current subscription period.
9. After the end of the free of charge 14-day trial period, the account becomes inactive if the Customer does not wish to continue with the chargeable Services. No additional payment is charged.
10. The Contract for the provision of a chargeable Service is executed for the period applicable to the chosen type of the Service and the Price List available on the Website.

§ 7. Payments

1. The Customer undertakes to pay for the Service in advance, according to the Price List, within 3 days of the Service order confirmation; otherwise, the Service Provider is entitled to withdraw from the Contract and cancel the order.

2. If a particular type of the Services is not specified in the applicable Price List, the Customer is bound by an individualised price list (corresponding to the content of a separate contract with the Service Provider).
3. The Service Provider admits the payments in the following forms: traditional wire transfer, BLIK, Quick transfer, via cards, PayPal or other methods provided by the payment service provider. The moment of payment is the date when the payment is credited to the Service Provider's bank account.
4. The costs associated with the payment shall be borne by the Customer.
5. The Service Provider shall issue an invoice to the Customer based on the data provided upon the registration of the Customer Account. If the Customer is a VAT payer, during the registration or in the order, he/she shall provide his NIP (tax id) number and indicate whether to issue a VAT invoice. The Service Provider shall deliver the invoice to the email address of the Customer within 7 days of its issuance.
6. The Customer agrees to receive invoices from the Service Provider electronically, in accordance with Article 106 n (1) of the Act of 11 March 2004 on value-added tax.
7. Any changes to the Subscription Fees shall be published on the Website through the announcement of the current Price List.
8. Change of the Price List does not affect the change of the Subscription Fees paid by the Customers under the Contract, executed before the announcement of the changed Price List.

§ 8. Contract termination

1. The Contract for the Services shall be terminated:
   1) for the Service of maintaining the Customer Account - at the moment of submitting by the Customer an instruction to cancel the Account (by making changes to the Customer Account or by sending a declaration of the Account cancellation to the Service Provider's email address) or as a consequence of cancelling the Customer Account by the Service Provider due to termination of the Contract for the reasons specified in Article 4 section 5 hereof,
   2) in respect of the Service provided free of charge - upon expiry of the duration of the Service and in connection with non-payment of the Subscription Fee for a chargeable Service,
   3) in respect of a Service provided free of charge - upon expiry of the period for which the Service was purchased and failure to continue the Contract for a further Settlement Period, which shall be understood as a failure to pay the Subscription Fee for the next Settlement Period.
2. The Customer may terminate the Contract without giving any reasons by cancelling the Customer Account in the System. In such a case, the Contract expires at the end of the current Settlement Period and the fees previously charged are not refunded.
3. The Service Provider is entitled to terminate the Contract without notice in case of:
   1) submission by the Customer of false and incomplete data which are necessary for the execution of the Contract,
   2) reasonable suspicion or finding that the Customer uses the Services in a manner contrary to these Terms of Service or in a way which violates the generally applicable provisions of law or the rights of third parties, including in particular a violation by the Customer of the obligations set out in Article 4 section 2 hereof or in a situation referred to in Article 4 section 5 hereof.

§ 9. Complaints procedure

1. In the event of concerns about the functioning of the System or irregularities in the provision of the Services by the Service Provider, the Customer may file a complaint by sending it to the following email address: magda@getpodio.com .

2. The complaint should indicate:
    1) login/email address assigned to the Customer and his/her contact details,
    2) the subject matter of the complaint - indication of the irregularities together with the date of their occurrence and duration,
    3) proposed manner of resolving the complaint.
3. Before processing a complaint, the Service Provider may request the Customer to supplement it if the Customer's information, referred to in section 2 above, requires clarification to process the complaint properly.
4. The complaint shall be resolved immediately, but no later than within 14 days of receipt of the complaint by the Service Provider, and the Service Provider shall notify the Customer of the manner of resolving the complaint, electronically, to the email address assigned to the Customer Account.
5. Any other comments on the functioning of the Website and questions regarding the Services should be addressed via email to the following email address: magda@getpodio.com.

§ 10.   Technical support

1. During the term of the Contract and as part of the Subscription Fee, the Customer may use the Service Provider's technical support in connection with the Services.
2. To obtain the technical support, a problem shall be reported to the following email address: magda@getpodio.com, indicating the type of irregularities and bugs in the System.
3. The technical support and assistance are provided by the Service Provider from Monday to Friday (except statutory holidays in the Republic of Poland) from 8 to 17 CET.
4. The Service Provider's technical support does not apply to:
    1) elements which are subject to self-modification by the Customer,
    2) errors that result from unauthorised interference of the Customer in the Service settings,
    3) problems that result from the Customer's failure to meet the technical requirements necessary to use the Service.

§ 11.   Personal data protection and confidentiality

1. The Administrator of the Customers' personal data is the Service Provider.
2. Data administrator processes Customers' personal data, i.e. name and surname, business address, email address, telephone number, tax identification number, bank account number, in order to enable the Customers to use the System, including the provision of the Services to the Customer.
3. Providing personal data by the Clients is voluntary; however, without providing such data, it may be impossible to use particular Services.
4. The Service Provider endeavours to ensure the security and confidentiality of personal data, in particular, by carrying out processing activities in accordance with applicable laws (GDPR and sectoral regulations) and ensuring appropriate security measures.
5. More information on the protection of the Customers' personal data, together with the information on the cookies policy, can be found in the Privacy Policy available on the Website.
6. The processing by the Service Provider of data of the persons other than the Customer shall take place pursuant to the data processing trust agreement attached as schedule no. 1 hereto.

§ 12.   Proprietary rights in intangible assets

1. The Service Provider reserves that the content of the Website and the System are protected by intellectual property rights (e.g. graphic elements, logotypes, software).
2. The use of the Website does not imply the acquisition of any rights in intangible assets to the works contained in the Website. It is forbidden to copy, distribute, use or modify any elements of the Website or the System without the Service Provider's prior consent.
3. The Service Provider grants the Customer a non-exclusive licence (hereinafter referred to as the "Licence") under which the Customer is authorised to use the Website and the System for the intended purpose, including in accordance with these Terms of Service, the Price List and other notices posted on the Website, and the licence granted to the Customer does not authorise to grant further licences (sublicenses).
4. The Licence is granted by the Service Provider without territorial limitations for a limited period, corresponding to the duration of the System access Service and expires upon the deletion of the Client's Account.

§ 13. Final provisions

1. The Terms of Service are available free of charge on the Website for each Customer.
2. The Service Provider reserves the right to amend the Terms of Service, subject to the protection of already acquired rights.
3. The Service Provider shall inform the Customers of the amendments to the Terms of Service no later than 14 days before their planned entry into force by displaying a notice and announcing the new Terms of Service on the Website and sending information about the planned amendment electronically to the email address assigned to the Customer Account. The Customer's failure to object to the proposed amendments within 14 days of the notification shall be deemed acceptance of the new Terms of Service. In the event of an objection, the Contract shall be terminated on the day preceding the effective date of the new Terms of Service, which shall also result in the termination of the Contract for maintaining the Customer Account.
4. The Service Provider may regulate the use of the System differently, under a separate contract concluded with the Customer. In such a case, if any discrepancies occur, the provisions of the abovementioned contract shall prevail over the provisions of these Terms of Service.
5. These Terms of Service shall be governed by Polish law. Any disputes under these Terms of Service shall be resolved through amicable negotiations and if no agreement is reached, before a common court with jurisdiction over the Service Provider's registered office.
6. The content of these Terms of Service is available on the Website and in the Mobile Application.
7. These Terms of Service enter into effect on 1 January 2020.