

TERMS AND CONDITIONS FOR USING THE SELESTO PLATFORM

These Regulations define the general conditions for using the SELESTO platform used to create, launch and run an online store by Users who have placed an order for a service made available in the SaaS model by the Administrator. The Regulations define the basic issues in the scope of the services provided, additional elements may be agreed by the Parties in separate agreements.

1. Definitions

- a) Administrator (or Service Provider)** - Selesto Sp. z o.o. based in Radom, entered into the register of entrepreneurs under the KRS number 0000703231, with the NIP number: 9482612159, e-mail address: kontakt@selesto.pl, alternatively referred to as the Service Provider or SELESTO.
- b) Regulations (term and conditions)**- these regulations for the provision of services by the Administrator.
- c) User (or Client or Customer)** - an entrepreneur, legal person or a person conducting unregistered activity in accordance with generally applicable regulations, who places an order for the service of the Selesto website.
- d) Placing an order for a service** - filling in the form and sending it by the Website User, after prior approval of the Regulations, providing the following data
 - a. E-mail address
 - b. Name and surname
 - c. Telephone number

After sending the form and after verifying the data, the store is generated automatically, and the User receives access to the e-store and can configure it.

e) The package will automatically adapt to the following available versions:

- **Small** - sale of goods / services by the Customer up to the amount not exceeding PLN 5 000 gross / month
- **Medium** - sale of goods / services by the Customer from the amount of PLN 5 000 gross / month to the amount not exceeding PLN 25 000 gross / month
- **Large** - sale of goods / services by the Customer from the amount of PLN 25 000 gross / month.

Detailed data on how to use the Website and the version of the service offered can be found further in the Regulations.

- f) Website** - User's page containing data provided by him voluntarily on the Service Platform, which may be used by the Administrator under the conditions set out in these Regulations. **Setting up a website is free.**
- g) SaaS** - Software as a Service - the model for the provision of Services by the Service Provider.
- h) SLA** - Service Level Agreement - the minimum guaranteed level of service provision by the Service Provider, described below.
- i) SELESTO platform** - a virtual platform available via the Internet at: www.selesto.pl, which allows Users to use IT mechanisms and electronic services developed by the Administrator - the possibility of creating an online store in the SELESTO domain.
- j) Service** - providing the User who has his Profile with the possibility of creating and running an online store, using the templates and elements provided by the Service Provider.
- k) Profile** - a set of information about the User assigned to the Account.
- l) Account** - a set of resources and settings created for the User, enabling him to use the currently available functionalities, available after logging in via the Website. The account is established by the Administrator.

m) Additional services - any services provided by the Service Provider, not covered by these Regulations and not falling within the scope of the Service Provider's remuneration, but related to the online store created by the User, **the scope of which, detailed conditions and remuneration will be determined by a separate agreement concluded in writing under pain of nullity by the User and the Service Provider. Additional services include in particular:**

- Dedicated version of the store's graphic design
- Dedicated personalized functions in the store
- "Turnkey shop" - complete shop setup for the Customer
- Marketing in paid channels (such as Google, Facebook, Instagram, LinkedIn, etc.)
- Managing a company page on Facebook
- Transferring the store from another Store Platform to Selesto
- Training in operating the store
- Legal support in the form of a set of documents prepared to be entered into the shop system

n) The moment of concluding the contract (activation of the online store) - effective first payment in the administration panel of the store. Upon activation of the service, the User may offer and sell his products in the online store. After activating the service, the store may be switched to the private domain of the customer who performs such configuration on his own.

o) Duration of the contract, subscription period - after activating the e-store, the contract between the User and the Service Provider for the provision of services becomes an agreement for an indefinite period. The User has the right to terminate it at any time (assuming that all payments have been made) by doing it independently from the e-store administration panel and the Administrator has the right to terminate it with a 1-month notice period.

p) Free period of use of the platform - a period of up to 14 days counted from the date of execution of the order for the service by the User by selecting the

"Try for free for 14 days" option and its launch. The moment the service is launched, the User may start the configuration of the online store. During the free period of use of the platform, the store will be available to customers only in the SELESTO domain.

- q) Price list** - Annex 1 to these Regulations, the content of which the User should read and accept its content before making the first payment.
- r) Personal data, Data** - these are all data specified in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, hereinafter referred to as the general regulation on data protection or GDPR, concerning both the User - in relation to the data personal data of which the Service Provider is the Administrator, as well as its clients. In relation to the personal data of Users' clients, the Administrator is the User who, on the terms described in these Regulations, entrusts the processing of this data to the Service Provider - pursuant to art. 28 GDPR, for purposes related to the performance of the service for the User, including payment processing. Personal data is collected and processed in accordance with applicable law.
- s) Copyrights** - copyrights within the meaning of the Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws 1994 No. 24 item 83, as amended).
- t) The procedure for reporting errors together with the rules for handling error reports** - the procedure described in Annex 2 to these Regulations, indicating the procedure to be followed in the event of errors or system or software failures.
- u) Exit procedure** - the procedure described in Annex 3 to these Regulations, describing the procedure in the event of termination of the provision of Services by the Service Provider to the User, in particular the method of ending the transactions conducted by the e-store, pending at the time of the User's resignation from running the e-store on the SELESTO platform. Any additional Services of the Service Provider consisting in transferring the e-store to another platform / domain / server - may be performed in accordance with the conditions set out in an additional agreement concluded in writing under pain of nullity by the User and the Service Provider. At the User's request submitted at the time of resignation from the service, the Administrator returns to him any data that may be collected during the provision of the Service. In the

absence of the User's request for their return - the data is permanently deleted from the website.

- v) **Marketing automation** - additional module - a marketing tool that allows the User to send mailing, newsletters, information about abandoned carts to those customers of the Customer's store who have agreed to receive them. The cost of the service and its scope are specified in the Price List. This service is ordered electronically by selecting the button: "**Enable access for PLN 69.99 net per month**".
- w) **Multichannel** - additional module – a sales tool that allows the integration of the customer's online store with other sales platforms or with the possibility of selling. The cost of this service is specified in the Price List. This service is ordered by e-mail - to the address of the Service Provider.
- x) **Blog integrator** - an additional module - a technical tool that allows you to integrate the store with a blog solution called "Ghost". The integration consists in installing and configuring the "Ghost" solution and combining this solution with the "Selesto" online store, which then allows the blog to be displayed on the online store. Editing a blog prepared in this way is on the side of the administration panel of the "Ghost" solution and Selesto is not responsible for errors in this solution. The cost of this service is specified in the Price List. This service is ordered by e-mail - to the address of the Service Provider.
- y) **Data Importer** - an additional module - a technical tool that allows you to integrate the store with a selected wholesaler (which provides data in the form of .xml or .csv files). The tool allows you to enter data into the online store once or update them multiple times in a properly configured cycle. Usually, the products and their inventory are subject to integration. Each integration, before it is carried out, is verified in the Selesto technical department and then the exact scope is determined on the basis of which the service is priced. The cost of this service is determined individually, the cost of the update is specified in the price list. This service is ordered by e-mail - to the address of the Service Provider.
- z) **Sales notifications** - an additional module - a sales tool that allows you to display social proof notifications to customers who are currently on it with information about how many people have recently viewed the online store and how many people have recently purchased the selected product on the online

store. The cost of this service is specified in the Price List. This service is ordered by e-mail - to the address of the Service Provider.

aa) Support Package - additional service - 3 working hours of a Selesto Consultant to be used within one month for individual technical or substantive assistance in the configuration area of the online store. It is possible to increase the number of hours within a month, unused hours within a month will not be transferred to the next month. The cost of this service is determined individually, the cost of the update is specified in the price list. This service is ordered by e-mail - to the address of the Service Provider.

bb) Individual Training with a Consultant - additional service - a teleconference with a Selesto Consultant, during which a joint transition with the Store Owner takes place through all store settings available in the store's administration panel. During the training, the basic configuration of the store is also performed in order to present how to carry out the configuration in practice (assuming that the configuration of the selected function is possible - the store owner will provide the appropriate required data to be entered, e.g. required for integration with quick payments). The cost of this service is determined individually, the cost of the update is specified in the price list. This service is ordered by e-mail - to the address of the Service Provider.

2. General information

The Administrator has created the SELESTO internet platform, to which he has all rights, in particular copyrights. The Administrator intends to provide Services in the SaaS model to Users who conclude a Distance Agreement with him by accepting these Regulations, placing an order and paying the first activation fee. The Administrator is the creator of the software and is entitled to all copyrights - property and personal. The Regulations define the rules for the Service Provider's provision of a service consisting in making available to Users - for the subscription period - computer software for running an online store and providing basic technical support for the use of this software during this period. SELESTO has access to all Users' data and data posted by them and by their customers in the e-store, which are necessary for the proper provision of services by SELESTO. SELESTO undertakes to keep these data secret, not disclosing them to unauthorized entities.

The use of the Software is conditional on the User's acceptance of the terms of these Regulations and compliance by the Users with applicable law and these Regulations.

These Regulations are the regulations referred to in Art. 8 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, as amended).

3. Rules for using the Platform

a) Scope of services

The scope of the Services provided to the User by the Administrator includes launching the System in the SaaS model (Software as a Service) on the Administrator's server, providing Users with the so-called subscription license, that is, the right to use the software upon payment of a subscription fee, subject to the provisions of the Free 14-day trial period.

Under the SaaS model, the Administrator provides:

- access to the functions of the Software installed in the User's hardware and system environment,
- installation of patches and updates to new software versions,
- administration of system, tool and application software and its maintenance, including the creation of backup copies, on the terms set out in these Regulations
- ensuring security in the field of security incidents by unauthorized users.

The scope of the Services also includes granting the User a non-exclusive, non-transferable license to use the Software and documentation in the version current at the time of concluding the Agreement and subsequent versions to be developed until the end of the Agreement.

b) Access to the Platform

The scope of using the Platform, including access parameters, technical requirements, number of users, amount of disk space, etc., is specified in Annex 4 to these Regulations.

c) SLA and planned outage of the service

The service provider guarantees the level of service availability - 99%.

The above level does not include events preventing the provision of services beyond the Service Provider's control, i.e. force majeure events, incorrect technical parameters of the User's device, planned service outages.

If it is necessary to update the software, the Service Provider will plan to disable the possibility of providing it, about which the User will be notified by the Event Log. The Service Provider will make every effort to ensure that the planned shutdowns take place in the evening / night time (between 6.00 p.m. and 8.00 a.m.).

In the event of failure to meet the level of service availability specified above, the Service Provider shall grant the User a discount of 1% of the monthly subscription fee for each 1% decrease in the availability of the Service. The amount of the discount granted will be returned to the User's bank account within 14 days from the Administrator providing information on the amount of the discount granted

d) Placing an order

The User places an order on the Selesto website, after prior acceptance of these Regulations and the Privacy Policy, providing the following data:

- a. E-mail address
- b. Name and surname
- c. Telephone number

e) The package will automatically adapt to the following available versions:

- **Small** - sale of goods / services by the Customer up to the amount not exceeding PLN 5 000 gross / month - service price: PLN 99 net / month,
- **Medium** - sale of goods / services by the Customer from the amount of PLN 5 000 gross / month to the amount not exceeding PLN 25 000 gross / month - service price: PLN 169 net / month,

- **Large** - sale of goods / services by the Customer from the amount of PLN 25 000 gross / month - service price: PLN 289 net / month,

The monthly cost of the service depends on the monthly sales level in the User's online store. The cost of the service for the next month is calculated based on the sales level of the previous month.

Example: the sales value in May was PLN 6 000 gross, so the invoice issued after this month will have a net value of PLN 169. If the sales value in June is PLN 5 000 gross, the invoice issued after this month will have a net value of PLN 99.

When changing the level of monthly sales, the version of the service provided is automatically changed by SELESTO, which is also associated with a change in the cost of the service provided by SELESTO.

After confirming the order, the User may start creating and managing the online store.

The User may resign from using the Services of the Service Provider at any time, subject to the regulations set out in the Exit Procedure.

f) Optional, additionally paid services at the Customer's request (each time ordered via e-mail or via the contact form):

- Dedicated version of the store's graphic design
- Dedicated personalized functions in the store
- "Turnkey shop" - complete shop setup for the customer
- Marketing in paid channels (such as Google, Facebook, Instagram, LinkedIn, etc.)
- Managing a company page on Facebook
- Transferring the store from another Store Platform to Selesto
- Training in operating the store
- Legal support in the form of a set of documents prepared to be entered into the shop system

g) Free 14 days

Within 14 days from the date of commencement of using the Services by the User (placing an order via the website: <https://selesto.pl>), the User obtains free access to the Platform, during which he can start configuring his online store in the test version. Starting online sales by the User in accordance with the provisions in force in this regard is possible only after activating his e-store.

Not later than 10 days before the expiry of the indicated 14-day free period, the User will receive the first notification in the administration panel on his account (a pop-up window and information on the navigation bar) that within 10 days from the date of its receipt, the Free period ends (notification will be displayed daily until and after the end of the free period).

After 14 days, the User will receive a notification in the administration panel on his account that access to the store has been blocked on that day, and then, if the user still does not activate his store, the store will be automatically deleted.

A User who wants to continue running an online store should activate his store within a 14-day free period by completing company data and making a payment in the store's administration panel. If the store is not activated within the above-mentioned period, the User's online store will be permanently deleted.

The first billing period begins on the day of making the first payment for the online store, and thus its activation.

Each User has the right to use the free 14-day period only once.

Users' identity will be verified on the basis of data provided voluntarily by Users when placing an order.

h) Duration of the contract:

If the User, after the expiry of the free period of using the platform of 14 days, expressed the will to continue running the online store, i.e. made the first payment for the online store and thus activated his online store, concludes an agreement with the Service Provider for an indefinite period with the possibility of terminating it by the User in at any time (assuming that all

payments have been made) by doing it independently from the administration panel of the e-shop and the Administrator has the right to terminate it with a 1-month notice period. The termination may be sent by e-mail.

At the same time, when the level of monthly sales changes, the version of the service provided is automatically changed by SELESTO, which is also associated with a change in the cost of the service provided by SELESTO. Therefore, if in the current month the User's sales exceed the level of PLN 5 000 gross or PLN 25 000 gross, the cost of the service for the next month is PLN 169 net / month or PLN 289 net / month, respectively.

When the online store is activated, counted from the date of making the first payment for the online store, the User obtains paid access to the Selesto platform (beginning of the first billing period), during which he can continue configuration work of his online store in the production version and start online sales.

On the first day starting a new billing period, the User will receive the first notification in the administration panel on his account (a pop-up window and information on the navigation bar) about the start of a new billing period and the requirement to make a payment (the notification will be displayed daily until payment is made).

After 14 days from receiving the first notification on your account, if the User still has not made the payment within this time, the store will be blocked and then automatically permanently deleted.

A User who wants to continue using the services provided by Selesto should make the payment in the store's administration panel within 14 days from the start of the new billing period. If the payment is not made within the above-mentioned period, the User's online store will be automatically permanently deleted.

i) Elements that can be modified - template

Each User has the option to modify the template of his e-store at his discretion in accordance with the range of configuration options available in the administration panel.

j) Store name

The name of the store is chosen by the User. The User is solely responsible for its choice, and the User retains all rights to it. The Service Provider is not responsible for any data and products placed by the User in the e-store, in particular for infringement of the rights of third parties, and is not responsible for any violations of the rights of third parties in connection with the name of the e-store. The Service Provider does not guarantee the quality of products or services offered and sold through the Service Provider's platform and tools.

k) Termination of the contract

The Service Provider has the right to refuse to provide services or terminate this agreement in the cases provided for in these Regulations, subject to the regulations provided for in the Exit Procedure.

The User is only entitled to terminate the contract with immediate effect in the following cases:

- a. the Service Provider's failure to comply with the conditions set out in the point specifying the SLA conditions,
- b. gross breach of obligations under these Regulations by the Service Provider.

An agreement concluded for an indefinite period may be terminated by either party with a 1-month notice period. The termination may be sent by e-mail.

4. Processing and security of personal data and entrusting data processing

The Service Provider is the Administrator of Customers' personal data in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016, the Administrator constantly archives the data entered into the System by the User.

The Administrator ensures the protection of personal data provided to him by Users for the processing of personal data. The processing of personal data takes place in accordance with the provisions of the law in force in the territory of the Republic of Poland, in particular: the Act of May 10, 2018 on the protection of personal data (Journal of Laws 2018, item 1000), and the GDPR.

Personal data collected on the Website may also be used to inform Users about the Website and the services it provides, provided that the User agrees. If there is a justified suspicion of the occurrence of events or circumstances related to a breach of Data security or affecting the security of Data, the Administrator is obliged to immediately notify the User of the events or circumstances and their possible consequences, in particular for Personal Data.

The Administrator reserves the right to disclose selected information about the User or another natural person using the Website to the competent authorities or third parties who submit a request for such information, based on an appropriate legal basis only if it is in accordance with the provisions in force in the territory of the Republic of Poland laws. Apart from the cases indicated above, information about the User or the person using the Website will not be disclosed to any third party without the consent of the User or the person using the Website, granted in accordance with the provisions of applicable law.

The Administrator is entitled to process Personal Data only for the purpose of providing the Services described in these Regulations by the Administrator, in particular for the storage of Personal Data, their reproduction, sharing, modifying, deleting in the System, provided that the performance of these activities is justified by the performance of the Agreement.

As part of the Service, the following personal data of Users are processed:

- I. surname and first name or company name of the User,
- II. tax identification number (NIP) or other registration number of the User,
- III. the User's place of residence or the seat of the User,
- IV. User's e-mail address,
- V. contact telephone number owned by the User.

Providing personal data by Users is voluntary, but it is necessary for the performance of the Service. The data is provided by the User at the stage of placing the order and at the stage of correcting or updating the data.

The User is obliged to immediately notify the Service Provider about the change of personal data provided by him. In the absence of notification of the change of personal

data within 3 days from the date of their change, the existing data of the User shall be considered up-to-date.

The Administrator declares that he is aware of all obligations arising from the Regulations on the protection of personal data, which is required to be performed by an entity that processes personal data on behalf of the data Administrator, and that he has the resources necessary for the safe and lawful processing of Personal Data. The Administrator is obliged to implement and apply, when processing Personal Data, personal data processing safeguards, including technical and organizational measures, at a level corresponding at least to the legal requirements in this regard.

The Administrator is obliged to follow changes in the regulations on the protection of personal data and immediately adapt the method of processing Personal Data to the current legal requirements, especially in the field of securing and documenting processing processes. In case of doubt, the Administrator is obliged to agree with the User on how to perform certain requirements.

The Administrator is obliged to return all Personal Data processed in connection with the provision of services specified in these Regulations on a date agreed jointly with the User, but not later than on the last day of the Agreement.

After the User has finished using the Service, the Service Provider may process the User's personal data to the extent necessary to achieve the following purposes:

- a. billing the service or pursuing claims in this respect,
- b. determining whether the User's use of the Service was in accordance with the Regulations and legal provisions and explaining the circumstances of possible unauthorized use of this service.

Entrusting data processing

Upon the conclusion of the Agreement, the Customer entrusts SELESTO, also referred to in this point as a processing entity - the processing of personal data of its Customers, in relation to which it is the administrator - to the extent that entrusting processing is necessary for SELESTO to provide Services for the User. Entrusting processing takes place only for the duration of the Services and performance of the Agreement.

The order for the performance of the Service by SELESTO, which requires access to the personal data of the User's customers, documented in the manner specified in the order, is each time an instruction to process Personal Data.

Personal data of Users' clients are processed by SELESTO solely for the purpose of performing the contract with the User, to the extent necessary, on the basis of entrusting data processing.

The User entrusts SELESTO with the processing of Personal Data in the following scope:

- a) a set of data including data about the User's customers in terms of all data except for specific categories,
- b) a set of data including data on the users of the System in terms of any data except for specific categories;
- c) a set of data including data on registered events in the scope of the data of the reporting person, participants of the event, contact details, excluding data of specific categories.

The User will ensure that all necessary consents are obtained for the processing of Personal Data of third parties, in particular the User's clients, entrusted to the Administrator for processing or to indicate the basis for their processing indicated in the GDPR.

SELESTO undertakes to process the personal data entrusted to it in accordance with these Regulations, the GDPR and other provisions of generally applicable law that protect the rights of data subjects.

SELESTO declares that it applies security measures that provide sufficient guarantees to implement appropriate technical and organizational measures so that the processing meets the requirements of the GDPR and protects the rights of data subjects.

The processing entity undertakes, when processing the entrusted personal data, to secure them by applying appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risk related to the processing of personal data referred to in art. 32 GDPR, including, inter alia, where appropriate, it uses:

- a) pseudonymization and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to quickly restore the availability and access to personal data in the event of a physical or technical incident;
- d) regularly testing, measuring and evaluating the effectiveness of technical and organizational measures to ensure the security of processing.

The processor undertakes to exercise the utmost diligence in the processing of the entrusted personal data. The processor undertakes to authorize the processing of personal data to all persons who will process the entrusted data in order to perform this contract.

The processor undertakes to ensure the confidentiality (referred to in Article 28 (3) (b) of the GDPR) of the data processed by persons who authorize the processing of personal data for the purpose of implementing this contract, both during their employment with the Processor and after it ceases.

Upon completion of the provision of processing services, the processor deletes / returns to the User all personal data and deletes any existing copies thereof, unless Union law or the law of a Member State requires the storage of personal data.

As far as possible, the Processor helps the User, to the extent necessary, fulfill the obligation to respond to the requests of the data subject and to fulfill the obligations set out in art. 32-36 GDPR.

The processor, after finding a breach of personal data protection, reports it to the User without undue delay within 24 hours from the moment of finding the breach.

In the scope of the provisions indicated above, the Processor is responsible as the personal data administrator.

The processor undertakes to keep confidential all information, data, materials, documents and personal data received from the User and from persons cooperating with him, as well as data obtained in any other way, whether intended or incidental, in oral, written or electronic form ("confidential data").

The processor declares that in connection with the obligation to keep confidential data confidential, they will not be used, disclosed or made available without the written consent of the User, otherwise null and void for the performance of the Agreement, unless the need to disclose the information held results from applicable law or Contracts.

The processor ensures that the persons authorized to process personal data undertake to keep the above-mentioned confidentiality. data.

Data administrator - User - in accordance with art. 28 sec. 3 point h) of the GDPR has the right to control whether the measures used by the Processor when processing and securing the entrusted personal data meet the provisions of the contract.

The data administrator will exercise the right to control during the working hours of the processor and with a minimum of 3 days in advance.

The processor undertakes to remove the deficiencies found during the inspection within the period indicated by the Data Administrator, not longer than 3 days from their finding.

The processor provides the Administrator with all information necessary to demonstrate compliance with the obligations set out in art. 28 GDPR.

The processor may entrust personal data for further processing to subcontractors only for the purpose of performing the contract and only after obtaining a prior written consent under pain of nullity of the consent of the Data Administrator.

The transfer of entrusted data to a third country may take place only upon a written request of the Data Administrator, unless such an obligation is imposed on the Processor of Union law or the law of the Member State to which the Processor is subject. In this case, prior to the commencement of processing, the Processor informs the Data Administrator of this legal obligation, unless the law prohibits the provision of such information due to important public interest.

The Subcontractor referred to above should comply with the same guarantees and obligations that were imposed on the Processor in this Agreement.

The processor is fully liable to the Administrator for failure to comply with the data protection obligations of the subcontractor.

The processing entity is responsible for the provision or use of personal data contrary to the content of the contract, and in particular for the disclosure of personal data entrusted to the processing of unauthorized persons.

The processor undertakes to immediately inform the Data Administrator of any proceedings, in particular administrative or judicial, regarding the processing by the Processor of personal data specified in the contract, of any administrative decision or ruling regarding the processing of these data, addressed to the Processor, as well as of any planned, if known, or implemented controls and inspections regarding the processing of these personal data in the Processor, in particular carried out by inspectors authorized in accordance with applicable law. This paragraph applies only to personal data entrusted by the Data Administrator.

In the event of damage caused by the action of the Processor, he will be liable on the basis of fault for the damage suffered by the Administrator or third parties.

5. System data

The Administrator informs that when the User or another natural person connects to the Website, information about the number (including IP) and type of the end device of the User or other natural person from which the User or another natural person connects to the website appears in the system logs. The Administrator informs that he will process, in accordance with the provisions of the law in force in the territory of the Republic of Poland, also data on the number (including IP) and type of the end device of the User and other natural person using the Website, as well as the connection time of the above-mentioned people with the service. These data are processed in particular for technical purposes and to collect general statistical information.

The Administrator uses cookies to collect information related to the use of the service by the User or another natural person. Cookies enable:

- a. adjusting the service to the needs of Users and other people using the service,
- b. creating viewing statistics for the above-mentioned subpages Service.

6. Payments

The use of the Service Provider's Services is payable. The payment terms are set out below.

The fee for using the Service is collected in the amount specified in the Service Provider's Price List applicable - respectively - on the day of concluding the contract or on the day of extending the contract. The Price List is available on the website in the tab: <https://selesto.pl/cennik>. The Users will be informed about the change of the Price List each time by e-mail.

The payment of the fee includes the license fee for the use of the software and the fee for the basic technical support of the Service Provider.

Changing the price list does not apply to Users who, at the time of its implementation, are already using the Services under the subscription agreement, except for agreements longer than those concluded for a period of 6 months. Then the change of the Price List is effective from the next day of the month in which the User was notified by e-mail. If the User does not accept the change in the Price List, he may submit a declaration of termination of the contract in electronic form - within 7 days from the date of receipt of the notification of the change by him.

The fees for services provided by the Administrator are calculated before each month of the service provided. The invoice is issued automatically at the time of payment for the service and includes the amount resulting from the price list - depending on the customer's sales level - and any fees for additional services selected and ordered by the customer. The invoice can be downloaded by the Client directly from the store's administration panel. By accepting these Regulations, the Customer agrees to receive invoices electronically.

The liability of the Service Provider for improper performance of the contract for the provision of services is limited to the amount of the damage, but maximum to the equivalent of a 2-month fee for its provision. This limitation does not apply to Users who are consumers, but the Administrator's services are generally directed to persons running a business, unregistered activity or legal persons.

The entity providing online payment services is Blue Media S.A. In emergency situations, the Service Provider also provides online payment services by another entity.

The available payment methods are payment cards:

- a) Visa,
- b) Visa Electron,
- c) Mastercard,
- d) Mastercard Electronic
- e) Maestro

If there is a need to return funds for a transaction made by the User with a payment card, the Service Provider will be refunded to the bank account assigned to the User's payment card.

The order fulfillment time is counted from the moment of obtaining a positive payment authorization.

7. Backup copies

As part of the provision of the Service specified in these Regulations, the number of backup copies that can be made in relation to the data in the User's online store is unlimited. The maximum number of backups that a User can have in his account is 5. The User decides when the backups will be made by selecting the appropriate option on his Profile. The User may, for an additional fee, by placing an additional order by e-mail, order an increase in the number of backup copies that can be simultaneously saved and stored on his Profile.

Selesto is not responsible for copies made by Users, Selesto performs one backup copy separately every 24 hours (except for the additional service provided free of charge to users, described above). Selesto has only the last 3 backups (from 3 days).

Selesto is not responsible for failures on the part of the Provider of the server infrastructure.

8. Data ownership

The owner of all data entered into the SELESTO Platform is the User who has all rights to the entered data and bears all responsibility for this data, including its compliance with reality.

9. E-store - User's activity

The User declares that he accepts all obligations arising for him in connection with conducting electronic sales, as well as all obligations resulting from generally applicable law, including in particular the Act of 30 May 2014 on consumer rights (Journal of Laws No. 2014, item 827 as amended). Any liability for the activity conducted by the User shall be borne by the User.

10. Copyright

Software

The Service Provider declares that he is entitled to exclusive proprietary copyrights to the online store software made available to Users, with the exception of those elements which are libraries from the so-called open source software (open source libraries). Libraries have been attached to the Software and are distributed under the Software in accordance with the terms of the license which define the rules of their use.

By accepting these Regulations, the User is obliged to comply with the terms and conditions of using the e-store software set out in the Regulations, including the terms of the license. The User acknowledges that the breach of the above obligation may result in the infringement of the copyrights to the software and the User's legal liability in this respect.

In accordance with the provisions of the Act of February 4, 1994 on copyright and related rights, the Service Provider grants Users a non-exclusive license to use the Platform software. The license is granted in the following fields of use:

- a) using the software to exercise the rights resulting from this contract consisting in the creation and use of an online store.

The license is granted for the duration of the User's use of the Platform.

The user may not sub-license or transfer the rights and obligations under the license to third parties.

The user is not entitled to remove the link and the name of the Selesto software manufacturer from the website of his online store - in particular from the "footer" of the page.

Non-software works

With regard to all other works, within the meaning of the Act of February 4, 1994 on copyright and related law, which the Administrator will make available to the User for use and to which the Administrator has the rights to grant such a license, in particular copyrights, the Administrator grants To the user of a non-exclusive license.

The User accepts the necessity to comply with the obligations arising from this license and accepts the fact that the violation of the terms of the license may result in the User's infringement of copyright and may give rise to liability on his part.

This license is granted in the following fields of use:

- a. sharing works on the Internet only for the purpose of using them in the User's e-store created and used in accordance with these Regulations and the terms of the contract concluded with the Administrator.

The license is granted for the duration of the User's use of the Platform.

The user may not sub-license or transfer the rights and obligations under the license to third parties.

11. Responsibility

Users, by accepting these Regulations, acknowledge and accept that it is forbidden to post illegal content in online stores using the software and other works of the Service Provider, including in particular, but not only:

- infringing the intellectual property rights of third parties;
- violating the personal rights of the Service Provider or third parties;
- contrary to morality;
- are pornographic in nature;

- other content that violates the provisions of the law in force in the territory of the Republic of Poland.

Violation of the above prohibition may result in legal liability of the User or his clients. The Service Provider is not responsible for placing illegal or illegal content in Users' online stores, subject to Art. 14 of the Act on the provision of electronic services.

The Service Provider is entitled to refuse to conclude a contract and provide a service or to withdraw from an already concluded contract, subject to the regulations provided for in the Exit Procedure, in particular in cases where:

- a. The User provides the data requested by the Service Provider inconsistently with the reality,
- b. The Service Provider has previously terminated the contract with the User as a result of circumstances for which the User is responsible,
- c. there is a justified concern that the service will be used for purposes inconsistent with the nature and purpose of the service, in particular when it will be used by the User in a way that prevents or interferes with the use of the Service Provider's hardware resources by other Users,
- d. there is a justified concern that illegal activities will be performed with the use of the service, in particular spam will be sent,
- e. the user previously - personally or jointly with other people or through other people - used the service in a manner inconsistent with its intended use,
- f. When placing the order or in connection with the previous use of the service, the User violated the rights of third parties or generally applicable provisions, including he has committed an unlawful act

12. Software Update

The Service Provider reserves the possibility of interruptions in ensuring the availability of the software as part of the Service provision - in order to update the software. Users are notified about the dates of breaks by e-mail, in advance.

The Service Provider will make every effort to ensure that the dates of the breaks are the least burdensome from the point of view of the operation of Users' e-stores for which the software is used.

The Service Provider is not responsible for software malfunction caused by:

- a. its improper use by the User, including its inconsistent with these Regulations, including its unauthorized modification,
- b. defective operation of the User's hardware or other computer software,
- c. actions of third parties who are not subcontractors of the Service Provider,
- g. force majeure.

13. Additional services

Any services provided by the Service Provider, not covered by these Regulations and not falling within the scope of the Service Provider's remuneration, but related to the online store created by the User, may be undertaken by the Service Provider after concluding a written agreement with the User, otherwise a separate agreement shall be null and void. This agreement will define **the scope, detailed conditions and remuneration of the Service Provider**. The User may notify the Service Provider of the will to conclude a contract for Additional Services at any time by e-mail.

Additional services include in particular:

- a) Dedicated version of the store's graphic design, creation of individual, personalized graphics by the Service Provider for the User,
- b) Dedicated personalized functions in the store
- c) "Turnkey shop" - complete shop setup for the customer
- d) Marketing in paid channels (such as Google, Facebook, Instagram, LinkedIn, etc.)
- e) Managing a company page on Facebook
- f) Transferring the store from another Store Platform to Selesto
- g) Data migration - transfer of data in accordance with the User's will
- h) Training in the operation of the store
- i) Legal support in the form of a set of documents prepared for entering into the shop system
- j) Additional substantive support (in terms of software) for the operation of the User's online store.
- k) Increasing the number of data back-ups in relation to the amount guaranteed by these Regulations

14. Marketing automation

An additional service provided by SELESTO, which does not require a separate agreement in writing under pain of nullity, which may be selected by each User, regardless of the level of sales, by ordering it from the Service Provider by e-mail.

It is an additional module - a marketing tool that allows the User to send mailing, newsletters, information about abandoned carts to those customers of the Customer's store who have agreed to receive them.

The cost of the service is specified in the Price List.

15. Multichannel

An additional service provided by SELESTO, which does not require a separate agreement in writing under pain of nullity, which may be selected by each User, regardless of the level of sales, by ordering it from the Service Provider by e-mail.

It is an additional module - a sales tool that allows the integration of the Customer's online store with other sales platforms or with the possibility of selling.

The cost of the service is specified in the Price List.

16. Blog integrator

An additional service provided by SELESTO, which does not require a separate agreement in writing under pain of nullity, which may be selected by each User, regardless of the level of sales, by ordering it from the Service Provider by e-mail.

It is an additional module - a technical tool that allows you to integrate your store with a blogging solution called "Ghost". The integration consists in installing and configuring the "Ghost" solution and combining this solution with the "Selesto" online store, which then enables the blog to be displayed on the online store. Editing a blog prepared in this way is on the side of the administration panel of the "Ghost" solution and Selesto is not responsible for errors in this solution

The cost of the service is specified in the Price List.

17. Data Importer

An additional service provided by SELESTO, which does not require a separate agreement in writing under pain of nullity, which may be selected by each User, regardless of the level of sales, by ordering it from the Service Provider by e-mail.

It is an additional module - a technical tool that allows you to integrate the store with a selected wholesaler (which provides data in the form of files: .xml or .csv). The tool allows you to enter data into the online store once or update them multiple times in a properly configured cycle. Usually, the products and their inventory are subject to integration. Each integration, before it is carried out, is verified in Selesto's technical department and the exact scope is then determined on the basis of which the service is priced.

The cost of the service is specified in the Price List.

18. Sales notifications

An additional service provided by SELESTO, which does not require a separate agreement in writing under pain of nullity, which may be selected by each User, regardless of the level of sales, by ordering it from the Service Provider by e-mail.

It is an additional module - a sales tool that allows you to display social proof notifications to customers who are currently on it with information about how many people have recently browsed the online store and how many people have recently purchased the selected product in the online store.

The cost of the service is specified in the Price List.

19. Support Package

An additional service provided by SELESTO, which does not require a separate agreement in writing under pain of nullity, which may be selected by each User, regardless of the level of sales, by ordering it from the Service Provider by e-mail.

This is an additional service - 3 working hours of a Selesto Consultant to be used within one month for individual technical or substantive assistance in the configuration area of the online store. It is possible to increase the number of hours

within a month, unused hours within a month will not be transferred to the next month.

The cost of the service is specified in the Price List.

20. Individual Training with a Consultant

An additional service provided by SELESTO, which does not require a separate agreement in writing under pain of nullity, which may be selected by each User, regardless of the level of sales, by ordering it from the Service Provider by e-mail.

It is an additional service - a teleconference with a Selesto Consultant, during which a joint transition with the Store Owner takes place through all store settings available in the store's administration panel. During the training, the basic configuration of the store is also carried out in order to present how to carry out the configuration in practice (assuming that the configuration of the selected function is possible - the store owner will provide the appropriate required data to be entered, e.g. required for integration with quick payments).

The cost of the service is specified in the Price List.

21. Complaints, service requests

The User has the right to submit complaints regarding the quality of the provision of the Services.

Complaints are submitted electronically to the following e-mail address: kontakt@selesto.pl

The Service Provider considers the User's complaint as soon as possible, but not longer than 14 days. The response to the complaint is sent to the User by e-mail.

The error reporting procedure and all related details are set out in Annex 2.

22. Final provisions

The Regulations may change, about which Users will be notified by e-mail at least 14 days before the entry into force of the amendment to the Regulations.

The User has the right to terminate the contract for the provision of the Service within 30 days from the date of delivery of the notification on the amendment to the Regulations, without the need to pay any compensation. If the contract is not terminated within the above-mentioned period, the new Regulations shall apply to the User. The termination notice should be submitted in writing and sent to the following address: Ul. Grzebieniowa 16c / 1, 26-600 Radom or by sending an e-mail to the following address: kontakt@selesto.pl.

Due to the fact that the Users may only be persons running a business or unregistered activity, the right to withdraw from the contract within 14 days does not apply, i.e. the right to which consumers are entitled, and pursuant to art. 556⁴ of the Civil Code and 38a of the Consumer Rights Act, the relevant provisions on the warranty for physical defects and the right to withdraw from the contract generally applicable to consumers, apply to a natural person concluding a contract directly related to its business, when the content of this contract shows that it does not have a professional character for that person, resulting in particular from the subject of the economic activity performed by him, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

This means that the right to withdraw from the contract within 14 days of its conclusion without giving a reason and without incurring costs (except for the costs specified in art.33, 34 section 2 and 35 of the Act on consumer rights) is also available to natural persons concluding the contract. directly related to its business activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of the business activity performed by it, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

The contract for the provision of the Service is concluded in Polish.

Users can access these Regulations at any time via the link on the main page of the Website, download it and print it out. Consolidation, security, disclosure and confirmation to the User of the essential provisions of the contract for the provision

of the Service takes place by concluding the content of the Regulations on the above-mentioned. side.

The law applicable to the contract for the provision of Services is the law in force in the territory of the Republic of Poland.

Attachments:

- Annex No. 1 - Price list
- Annex No. 2 - Error reporting procedure with the rules for handling errors
- Annex No. 3 - Exit Procedure
- Annex No. 4 - Scope of access to the platform and technical conditions for the provision of the service

Annex No. 1 - Price list

- The price list of the online store is available on the website in the tab:
<https://selesto.pl/cennik-selesto/>
- The price list of the **Marketing Automation** is available on the website in the tab:
<https://selesto.pl/uslugi-selesto/email-marketing/>
- The price list of the **Multichannel** is available on the website in the tab:
<https://selesto.pl/cennik-selesto/multichannel/>
- The price list of the **Blog Integrator** is available on the website in the tab:
<https://selesto.pl/integracje-selesto/ghost/>
- The price list of the **Data importer** is available on the website in the tab:
<https://selesto.pl/cennik-selesto/integracja-z-hurtownia/>
- The price list of the **Sales notifications** is available on the website in the tab:
<https://selesto.pl/integracje-selesto/notifero/>
- The price list of the **Support Package** is available on the website in the tab:
<https://selesto.pl/uslugi-selesto/pakiet-wsparcia/>
- The price list of the **Individual Training with a Consultant** is available on the website in the tab: <https://selesto.pl/uslugi-selesto/szkolenie-sklep/>

Annex 2 - Error reporting procedure with the rules for handling errors

Procedure for reporting errors and rules of handling reported errors

1. The User is obliged to provide the most extensive error record possible, i.e.:
 - Detailed description of the situation with any screenshots
 - Description of how to reproduce (repeat) the existing situation
 - Comprehensive information on the minimum environment:
 - Operating system
 - Browser version
 - Screen resolution
 - Device type
2. The notification should be made via e-mail (required) and possibly by telephone contact
3. The Administrator informs about the actions taken and the expected time of solving the problem
4. After solving the problem, information is sent via e-mail or telephone about closing the case

Annex No. 3 - Exit Procedure

The User informs the Service Provider about the lack of willingness to continue the service, and also submits a request to disclose the data collected on the website.

After receiving the application, Selesto will provide the following data in csv format within 14 days:

- List of registered customers
- List of people subscribed to the newsletter
- List of orders

If the service is not extended within one month, the data is permanently deleted and the Customer thus loses the option to request the disclosure of this data.

Annex No. 4 - Scope of access to the platform and technical conditions for the provision of the service

Along with creating the store, the User gets access to an administrative account that allows full configuration and management of the store.

Due to the extensive data, the view on mobile devices in the store administration application is limited. However, in the application available to customers, full website functionality is available in the full range of resolutions.

Environmental Requirements:

Due to the huge number of possible hardware and software compilations, selesto is not able to ensure the correct display of the application on every possible hardware.

However, our goal is to ensure proper operation on the following browsers (minimum requirements):

IE	Edge *	Firefox	Chrome	Safari	Opera	iOS Safari *	Opera Mini *	Android Browser *	Chrome for Android
			49			10.2			
		55	60	10.1		10.3		4.4	
11	15	56	61	11	47	11	all	56	61
	16	57	62	TP	48				
		58	63		49				
		59	64						

Information clause

SELESTO Limited Liability Company

Pursuant to Art. 13 sec. 1 and sec. 2 of the general regulation on the protection of personal data of 27 April 2016, I inform you that:

1. the administrator of your personal data is **Selesto Sp. z o.o.** with headquarters in Radom, 26-600, ul. Grzebieniowa 16c, NIP: 9482612159, KRS: 0000703231, entered into the register of entrepreneurs by the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, share capital PLN 5,000 (hereinafter referred to as "ADO").
2. Your personal data to the extent necessary to perform the contract concluded with ADO has been obtained directly from you.
3. Your personal data will be processed in order to perform the contract concluded with ADO, including the provision of services covered by this contract and the handling of payments resulting from the contract,
4. The recipient of your personal data will be the accounting office servicing the Administrator in the scope of data indicated on the VAT invoice or in the contract for the provision of services and the entity providing IT services to ADO, payment services as well as other entities on the basis of entrusting data processing,
5. Your personal data will not be transferred to a third country / international organization,
6. Your personal data will be stored for the period required by the law, specifying the length of the mandatory data storage period, and in accordance with the provisions on the storage period of accounting documents,

7. you have the right to access your personal data, the right to request correction, deletion or limitation of processing of this data;
8. You have the right to lodge a complaint with the supervisory authority when you feel that the processing of your personal data violates the provisions.
9. providing your personal data by you is necessary for the performance of the contract concluded by you with ADO. The consequence of not providing personal data will be the inability to perform the contract concluded with ADO.
10. Your data will be processed in an automated manner, but will not be processed in the form of profiling.