

## GENERAL TERMS AND CONDITIONS OF PROVIDING SERVICES TO MEGAMO CUSTOMERS

Thank you for your interest in our offer. Please read the following document.

The purpose of these General Terms and Conditions of Services (hereinafter the "T&Cs") is to establish the framework for placing orders for our services, which includes the process of signing contracts and performing service agreements between us and you (hereinafter the "customer").

If you decide to cooperate with us, these T&Cs shall govern our liability, the terms for placing and accepting an order and for performing and settling the contract. These terms and conditions shall be applicable if no other arrangements are made between us.

**We cordially invite you to read the T&Cs and benefit from our services.**

**Megamo Team**

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### 1. GENERAL PROVISIONS

1.1 Agnieszka Szatkowska is the service provider who runs business activity under the name COMO AGNIESZKA SZATKOWSKA, registered in the Central Register and Information on Business Activity of the Republic of Poland, maintained by the minister of economy, with the business address: Stanisława Hebanowskiego 89a/5 Street, 80-766 Gdańsk, tax number (NIP): 8392907896, National Business Registry Number (REGON): 383785814, e-mail address: biuro@megamo.pl, contact phone number: (+48) 696 107 507 (hereinafter: "**Megamo**").

1.2 These T&Cs and all the provisions contained herein are addressed to, and therefore binding upon, the customer who is an entrepreneur, including as of 1 January 2021 and for agreements concluded as of that date, an entrepreneur who is a natural person and enters into an agreement directly related to that person's business activity. It follows from the content of this agreement that it does not have a professional character resulting from the subject matter of their business activity made available on the basis of the provisions of the Central Register and Information on Business Activity. To avoid any doubts, Megamo indicates that the T&Cs and Services available on the website are not addressed to consumers.

1.3 Megamo is the administrator of the personal data processed in connection with the implementation of the provisions of these T&Cs. Personal data is processed for the purposes, for a period, and on the basis and principles indicated in the Privacy Policy attached as **Appendix 1** to these

T&Cs. The customer is not obliged to provide personal data, however, it may be necessary in order to conclude and perform an agreement with Megamo.

#### **1.4 Terms:**

1.4.1. ORDER FORM - an interactive form available on the website. It allows the customer to place an order, in particular by adding services to an electronic shopping cart and specifying the terms of the future agreement, including the payment method.

1.4.2 CUSTOMER - (1) natural person who is an entrepreneur, and from 1 January 2021 and for agreements concluded as of that date also a natural person entering into an agreement directly related to that person's business activity, when the content of the agreement indicates that it is not of a professional nature for that person, arising primarily from the subject matter of that person's business activity, made available on the basis of regulations concerning Central Registration and Information on Business Activity (in both cases it is related to a natural person who is not a consumer); (2) a legal person; or (3) an organizational unit without legal personality, which is granted legal capacity by law and has concluded or intends to conclude the contract with Megamo.

1.4.3. CIVIL CODE - the Civil Code Act of April 23, 1964. (Journal of Laws 1964 no 16, item 93 as amended).

1.4.4. MEGAMO – Agnieszka Szatkowska conducting business activity under the name COMO AGNIESZKA SZATKOWSKA registered in the Central Register of Business Activity and Information of the Republic of Poland conducted by the minister of economy. It operates under the following address: Stanisława Hebanowskiego 89a/5 Street, 80-766 Gdańsk, tax number (NIP): 8392907896, National Business Registry Number (REGON): 383785814, e-mail address: biuro@megamo.pl, contact phone number: (+48) 696 107 507.

1.4.5. T&Cs - these General Terms and Conditions of services provided by Megamo.

1.4.6 CUSTOMER PANEL - a set of resources in the website's IT system secured with individual access data and enabling the customer to use the digital content offered as part of the subscription.

1.4.7 COPYRIGHT - the Act on Copyright and Related Rights of February 4, 1994. (Journal of Laws No. 24, item 83 as amended).

1.4.8. WEBSITE - the website run by Megamo and available at the following address: [www.megamo.eu](http://www.megamo.eu).

1.4.9 SUBSCRIPTION - conclusion of the agreement based on the subscription model. It consists in Megamo providing the service to the customer for an indefinite or definite period of time chosen by the customer in exchange for a recurring payment (in particular the provision of digital content in the SaaS model - software as a service).

1.4.10. DIGITAL CONTENT - any digital content (e.g. text, graphic materials, software and their combination) delivered to the customer by Megamo in electronic form for viewing on an appropriate electronic device, which is an independent or additional element of the service.

1.4.11 CONTRACT - the contract based on which Megamo provides services to the customer according to the scope of activities specified in the order and on the basis of any additional agreements between Megamo and the customer.

1.4.12. SERVICE - a service or a package of services offered on the website, which may be the subject of an agreement concluded between Megamo and the customer. Detailed information on the price and scope of the service is defined before placing the order and can be found in the service description on the website.

1.4.13. ORDER - the customer's declaration to conclude a contract with Megamo. It is placed with the use of the order form.

## **2. TERMS OF CONTRACT CONCLUSION**

2.1 Advertisements, commercials, price lists and other information about the services offered on the website (including their descriptions, operational parameters and prices) are an invitation to conclude the contract within the meaning of Article 71 of the Civil Code.

2.2 The price of a service shown on the website is a net price provided in Polish zloty (PLN), euro (EUR), US dollars (USD) or other available currencies selected by the customer. The customer shall be informed about the total price of the service, including taxes, as well as about other costs. If the amount of the fees cannot be determined, the customer will be obliged to pay them and is notified thereof prior to the conclusion of the contract.

2.3 The process of concluding the contract through the website shall be as follows:

2.3.1 The contract between the customer and Megamo may be concluded once the customer places an order via the order form on the website.

2.3.2 The process of placing an order starts when the customer adds the first service to the electronic shopping cart on the website. The order is placed once the customer completes two consecutive actions - (1) filling in the order form and (2) clicking the "confirm order" button located on the website. Until this moment, it is possible to individually alter the entered data (for this purpose, please follow notifications and information on the website). When filling out the order form, the customer is obliged to provide the following data: first and last name, company name, tax number (NIP), address (street, house/flat number, postal code, city, country), e-mail address, contact telephone number and data concerning the contract: type and quantity of the selected services and payment method.

2.3.3 Once the order is placed, the customer receives an automatic e-mail message with a confirmation. The e-mail is sent to the address provided by the customer in the order form. When Megamo is notified about the order, the customer is bonded by the order.

2.3.4 After receiving the customer's order, Megamo immediately proceeds and verifies it. The contract is concluded only when Megamo confirms that it has accepted the order and started processing it. The declaration confirming order acceptance and proceeding is sent as an e-mail to the address provided by the customer. As soon as the customer receives the above-mentioned e-mail, the contract between the customer and Megamo comes into effect.

2.3.5 The lack of response from Megamo cannot be regarded as tacit acceptance of the order. If the customer does not receive any response from Megamo within 5 calendar days from the date of placing the order, it shall be assumed that the order has not been received.

2.4 The customer is obliged to use the order form in accordance with the law and good practices, respecting the personal rights, copyrights and intellectual property of Megamo and third parties. The customer is obliged to enter truthful information. The customer must not place orders for any other purpose than signing the contract with Megamo.

2.5 The conclusion of the contract between the customer and Megamo may be preceded by additional agreements (negotiations) concerning the scope of the contract. If additional arrangements are made, the contract is signed when the parties reach an agreement.

2.6 The content of the concluded contract shall be stored, secured and made available to the customer by means of (1) making these T&Cs available on the website, (2) sending an email mentioned in section 2.3.4. to the customer and (3) providing a proof of purchase. Information about the concluded contract is additionally stored in the website's IT.

### **3. METHODS AND TERMS OF PAYMENT**

3.1 As part of the contract, Megamo provides the customer with the following payment methods:

3.1.1 Payment by bank transfer to Megamo's bank account.

3.1.2 Electronic payments and card payments via Przelewy24.pl, PayPal.com and

Stripe.com - the current payment methods can be seen on the following websites:

<https://www.przelewy24.pl>, <https://www.paypal.com/pl> and <https://www.stripe.com>.

3.1.2.1 Settlement of electronic payments and card transactions is carried out at the customer's request via Przelewy24.pl, PayPal.com or Stripe.com. Electronic payments and card transactions shall be processed by:

3.1.2.1.1 Przelewy24.pl - the company PayPro S.A. located in Poznań (address: Kanclerska 15 Street, 60-327 Poznań), entered into the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, National Court Register (KRS) 0000347935, share capital: PLN 4,500,000 paid in full, tax number (NIP) 7792369887, National Business Registry Number (REGON) 301345068.

3.1.2.1.2. PayPal.com - the company PayPal (Europe) S.a r.l. & Cie, S.C.A., 5th floor 22-24 Boulevard Royal, L-2449, Luxembourg.

3.1.2.1.3. Stripe.com - Stripe Payments Europe, Ltd. (1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Irlandia).

### 3.2 Terms of payment:

3.2.1 If the customer chooses to pay by a bank transfer, he or she is obliged to send money to Megamo's bank account within 7 calendar days from the date of signing the contract.

3.2.2 If the Customer chooses electronic payment or payment by card, he or she is obliged to make payment immediately after placing the order, no later than 1 hour from being redirected to the electronic gateway. Otherwise, the payment session will expire and the customer, wishing to place the order will be required to repeat the purchase process in the same manner as the first time.

3.2.3 In the case of a subscription, the customer is obliged to make cyclical payments in advance for each new settlement period, irrespective of the chosen payment method.

## 4. METHODS AND TERMS OF SERVICE

4.1 Services that are the subject of the contract between the customer and Megamo are provided upon the customer's payment in accordance with the provisions of Section 3 of the T&Cs

4.2 Services are provided in accordance with the description of a given service available on the website before placing the order. For the proper delivery of the service it may also be necessary to make additional arrangements between the customer and Megamo. In this case, the service is provided according to the terms determined in detail by the customer and Megamo, in particular within the deadlines agreed on individually by the parties after concluding the contract.

4.3 Services offered by Megamo are delivered remotely - via electronic means of communication or by telephone. These services may be provided on a one-time basis (in the case of purchasing one service), periodically (in the case of purchasing a package of services) or continuously (in the case of purchasing a subscription).

4.4 Unless the contract specifies otherwise, the dates of delivering services by Megamo are always calculated based on workdays, i.e. from Monday to Friday, excluding holidays and bank holidays.

4.5 The customer is obliged to cooperate with Megamo in order to properly fulfil the contract. If required by the content of the contract, the customer is obligated to provide specific materials or information to the extent necessary for Megamo to fulfil the agreement. If some information is missing or unclear, the customer may be asked to complete or clarify it.

4.6 The customer is obliged to provide only true, reliable and not misleading materials and information, which will not violate the provisions of generally applicable law, including the rights of third parties. The customer is prohibited from providing content of an unlawful nature. If a third party makes a claim against Megamo due to a violation of their rights as a result of the use of materials or information provided by the customer, the customer is obliged to cooperate with Megamo in order to settle the dispute and, if necessary, declare Megamo free of any responsibility for the violations made by the customer.

4.7 If the customer does not make the payment or provides materials or information necessary for the proper performance of the service on time, the deadline for the performance of the service may be

postponed at least for the duration of the delay. In such circumstances Megamo always agrees with the customer on a new deadline for delivery of the service.

4.8 Megamo shall not be liable for any irregularity in the service that arises solely from errors or inconsistencies in the materials provided by the customer if Megamo was not aware of such errors or inconsistencies prior to the performance of the service. The customer is responsible for the materials delivered to Megamo, in particular for any potential errors or inconsistencies therein. The provision referred to in the following clause of the T&Cs does not exclude or limit the potential liability of Megamo envisaged by mandatory regulations of law towards the customer who is a natural person if the regulations concerning consumers apply to him/her.

4.9 Megamo may use assistants to perform the services. Any actions and omissions of these assistants are the responsibility of Megamo. In the case of circumstances preventing Megamo from performing all or part of the service, Megamo may also entrust the performance of the service to third parties which shall be immediately announced to the customer. Megamo shall ensure that the entity it selects has the appropriate authority and required qualifications to provide the service at least at the same level as Megamo.

4.10 The customer may terminate the contract until Megamo begins to provide the service. Once the provision of the service has begun, the customer may cancel the contract only for valid reasons justifying the need to do so. In this case, the customer must pay the expenses already incurred by Megamo for the provision of the service and pay a fee corresponding to the scope of the service provided by Megamo. The following section 4.10 of the T&Cs does not apply to subscriptions.

4.11 If the service performed by Megamo requires approval from the customer, this approval is also understood as not making any comments or objections within three workdays, unless the parties agree on a different deadline. In the case of justified comments, Megamo is obliged to make amendments until the final version of the service is accepted by the customer.

## **5. SUPPLY OF DIGITAL CONTENT AND SUBSCRIPTION**

5.1 The section 5 of the T&Cs and the provisions contained herein are applicable to digital content, i.e. content that constitutes a work as defined by Copyright Law, and is therefore protected by Copyright Law, and in respect of which copyrights are held by Megamo or other third parties of which Megamo has the required permits for further marketing of such works.

5.2 All other provisions of the T&Cs relating to the terms of the services shall apply in case of issues not covered by this section of the T&Cs.

5.3 The digital content is delivered when the customer makes the payment, as stated by the provisions of section 3 of the T&Cs.

5.4 The digital content may be delivered - depending on the nature of the service - in one of the following ways:

5.4.1 Electronic delivery - Megamo sends the digital content in the form of a computer file or a unique Internet link (URL) that makes it possible to download the digital content. Megamo recommends downloading the digital content right away before the URL expires. If the URL expires, the customer should contact Megamo.

5.4.2 Access through the customer panel (subscription) - it involves giving the customer access to the digital content that can be found on the website, in the customer panel. The customer receives special access data generated by Megamo. The subscription starts from the date the access is granted to the customer.

5.5 In the case of the subscription, the customer can access the digital content as long as he or she pays the subscription fees in a timely manner. Any delay in making the payment for a commenced billing period shall entitle Megamo to suspend the customer's access to the digital content until the arrears are settled. If the customer cancels the subscription, he or she is not entitled to a refund or exemption from the obligation to pay for the billing period already started - unless the contract with

Megamo provides otherwise, the cancellation takes effect at the end of the current billing period. The above provision does not exclude or limit the right of withdrawal referred to in section 7 of the T&Cs.

5.6 The customer can use the digital content, which is a work as defined by the Copyright Law and thus is protected by the Copyright Law, only for the customer's own use within the scope of these T&Cs, the provisions of the Copyright Law and separate licence terms agreed by another third party who holds the copyright to the digital content.

5.7 The customer does not have any copyrights to the digital content.

5.8 In the case of digital content delivered by email, it is understood that upon payment, the customer is granted a non-exclusive, non-transferable and non-sublicensable license (including the right to authorize others to use the digital content within the scope of the license granted) to use the ordered digital content, including the right to use the copyrights, without limitation as to territory and time, in the following fields of exploitation: (1) multiple downloads of the digital content and their storage in the computer memory; (2) permanent or temporary display, playing or storing of the digital content by digital technique on the device belonging to the customer; (3) permanent or temporary copying of the digital content in whole or in part, by digital technique, to the extent where it is necessary to display, play or store the digital content. All rights other than the above not expressly granted to the customer are reserved by Megamo or other authorized third party, and the customer is not authorized to (1) distribute the digital content, including leasing or copying the digital content; (2) sublicense the digital content (including the right to authorize others to use the digital content); and (3) market the digital content, including lending or leasing.

5.9 In the case of the digital content provided as part of the subscription, it is understood that the customer is only entitled to use the digital content by means of displaying, using and replaying it digitally (including via the Internet) from the customer panel. All rights other than those expressly granted to the customer are reserved. The customer is not allowed to copy the digital content, except as permitted by mandatory law. The customer is also prohibited from modifying, adapting, translating, decoding, decompiling, disassembling, or otherwise interfering with the digital content, which includes the process of determining the source code of the digital content and the Customer Panel.

5.10 Megamo offers the customer panel and digital content as provided and makes no implied or express warranties as to their utility for any particular use. Megamo makes reasonable efforts to make the use of the customer panel and digital content understandable and transparent to customers, however, it does not guarantee that the customer will be able to independently navigate the customer panel or that the digital content available therein will prove useful in achieving the customer's desired purposes other than those declared by Megamo.

## **6. SERVICE COMPLAINTS**

6.1 Megamo's liability towards the customer states that if the service is inconsistent with the contract, the basis and scope of the liability are determined by generally applicable laws. Megamo is obliged to provide the services with due diligence, dictated by the professional nature of its business. Megamo is liable to the customer in case of failure to provide or improper provision of services according to the provisions of the Civil Code.

6.2 A complaint may be submitted by the customer:

6.2.1 in writing to the address: Jacka Soplicy 10 Street,  
80-119 Gdańsk;

6.2.2 in electronic form via e-mail to the following address: [biuro@megamo.pl](mailto:biuro@megamo.pl).

6.3 Megamo suggests stating the following in the complaint form: (1) information and circumstances regarding the subject matter of the complaint, in particular the type and date of the irregularity; (2) the customer's expectations; and (3) the contact details of the complainant - this will facilitate and accelerate the handling of the complaint by Megamo. The requirements specified in the preceding sentence are only a recommendation and do not affect the effectiveness of complaints

submitted with the omission of the recommended description of the complaint, however, they may influence Megamo's final decision on the assessment of the legitimacy of the complaint. If some information is missing or unclear, the customer may be asked to complete or clarify it.

6.4 Megamo will respond to the complaint no later than within 30 calendar days from the date of its receipt. Megamo may suspend the examination of the complaint until it receives the missing information necessary to issue a decision on the complaint.

6.5 In accordance with Article 558 § 1 of the Civil Code, Megamo's responsibility for the warranty towards the customer is limited.

## **7. RIGHT OF WITHDRAWAL**

7.1 The provisions of the section 7 of the T&Cs shall apply exclusively from 1 January 2021 and for contracts concluded from that date with an entrepreneur being a natural person who enters into a contract directly related to that person's business activity, if the content of that contract indicates that it is not of a professional nature for that person as it results from the scope of that person's business activity made available on the basis of the provisions of the Central Register and Information on Business Activity.

7.2 A customer who is an entrepreneur, referred to in point 7.1 above, may withdraw from the remote contract within 14 calendar days without giving any reason and without incurring costs, with the exceptions indicated in point 7.3 and the costs specified in point 7.5 of the T&Cs. In order to meet the deadline, it is enough to send the statement to Megamo before its expiry. The customer may use the model withdrawal form, which is attached as Annex 2 to the Consumer Rights Act, but it is not obligatory.

7.3 The customer does not have the right to withdraw from the remote contract when it comes to:

- (1) provision of services, if Megamo has performed the service with the express consent of the customer, who was informed beforehand that after Megamo's provision of services, he/she will lose the right to withdraw from the contract; and
- (2) the supply of digital content which is not recorded on a tangible medium, if the provision of services has begun with the express consent of the customer before the expiry of the deadline for withdrawal from the contract and after Megamo has informed the customer of the loss of the right to withdraw from the contract.

7.4 In the case of withdrawal from the remote contract, the contract is considered as not concluded.

7.5 In the case of a service that was delivered before the end of the period for withdrawal at the customer's explicit request, the customer who withdraws from the contract after having made such a request is obliged to pay for the services provided until the withdrawal from the contract. The amount of payment shall be calculated in proportion to the scope of the performed services, taking into account the contractually agreed price or remuneration. If the price or remuneration is excessive, the basis for calculating this amount shall be the market value of the service.

## **8. ADDITIONAL PROVISIONS**

8.1 From 1 January 2021 and for contracts concluded from that date, this clause 8 of the T&Cs and all the provisions contained therein are addressed to, and thus binding only on, entrepreneurs who are not natural persons concluding a contract directly related to their business activity, when it follows from the content of the contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity, made available on the basis of the provisions of the Central Business Register and Information on Business Activity.

8.2 Megamo has the right to withdraw from the contract within 14 calendar days from its conclusion. The withdrawal from the contract in this case can be made without giving any reason and does not give rise to any claims on the part of the customer against Megamo.

8.3 In the event of any dispute arising in connection with the contract, the customer shall not be entitled to withhold payment or any part thereof. Any settlements arising from disputes will only take place after a mutual agreement of the parties.

8.4 Megamo may at any time undertake actions aimed at verifying the accuracy, reliability, and precision of the information provided by the customer, in particular the information provided prior to the conclusion of the contract. As part of the verification, Megamo may, among other things, request the customer to send a scan of certificates, attestations, or other documents necessary for the verification. During the verification referred to in the previous sentence, Megamo reserves the right to suspend the execution of the contract for the duration of the verification.

8.5 Any delay or failure to fulfil the contract by Megamo will not constitute grounds for the customer to withdraw from the contract or demand compensation for damages or other equivalent payments, if the abovementioned failure to fulfil the contract is caused by factors beyond Megamo's responsibility and control.

8.6 Megamo is not liable for damages and failure to fulfil obligations resulting from force majeure events (e.g. natural disasters, epidemics, wars, riots, unrest, floods, fires), or any other causes beyond the reasonable control of Megamo.

8.7 The liability of Megamo towards the customer, regardless of its legal basis, is limited - both for a single claim and for all claims in total - to the amount of all payments made under the contract, however to no more than one thousand PLN. The limitation on the amount referred to in the previous sentence applies to all claims submitted by the customer to Megamo, including claims in the case of a lack of a contract or claims not related to the contract. Megamo is liable only for typical damages foreseeable at the conclusion of the contract, and is not liable for lost profits of the customer.

8.8 Any disputes arising between Megamo and the customer will be submitted to the court having jurisdiction over the registered office of Megamo.

## **9. TECHNICAL INTERRUPTIONS AND FAILURES**

9.1 Megamo makes reasonable efforts to ensure the proper and uninterrupted functioning of the website and the customer panel. However, due to the level of complexity of the customer panel, as well as external factors beyond Megamo's control (e.g. DDOS attacks - distributed denial of service) it is possible that errors and technical failures may occur and prevent or limit the functioning of the website and the customer panel. In such a case Megamo will take all possible and reasonable actions to limit the negative effects of the events as much as possible.

9.2 Apart from the interruptions caused by errors and technical failures, there may also be other technical breaks, caused by Megamo's actions aimed to develop the website and the customer panel as well as their protection against errors and technical failures.

9.3 Megamo schedules technical interruptions in a way that is minimally inconvenient for the customers, e.g. at times of reduced traffic (night hours) and only for the time necessary for Megamo to perform planned activities.

9.4 Megamo shall not be liable to the customer for damages and failure to fulfil obligations caused by any errors and technical failures referred to in clause 9. of the T&Cs, provided that this does not exclude or limit any mandatory rights of customers who are natural persons if consumer legislation applies to them.

## **10. FINAL PROVISIONS**

10.1 Contracts concluded through the website shall be in Polish.

10.2 Amendment of the T&Cs:

10.2.1 Megamo reserves the right to amend the T&Cs for good cause to the extent such amendments affect the implementation of the provisions of these T&Cs. Megamo specifies the following important reasons for changes to the T&Cs: changes in laws; changes in payment methods and



deadlines; the need to adapt the T&Cs to recommendations, orders, rulings, provisions, interpretations, guidelines or decisions of authorized public authorities; the need to remove errors, spelling mistakes or ambiguities from the content of the T&Cs; changes in contact details, names, identification numbers, electronic addresses or links provided in the T&Cs; changes in the process of concluding agreements via the website; changes in the technical conditions for providing services and delivering digital content; expansion or change in the functionality of the website; improvement of customer service.

10.2.2 If continuous agreements (e.g. subscriptions) are concluded on the basis of these T&Cs, the amended T&Cs shall be binding upon the customer if the requirements set forth in Article 384 and 384[1] of the Civil Code are met, i.e. the customer was properly notified about the changes and did not terminate the contract within 15 calendar days from the date of notification. If the amendment to the T&Cs results in the introduction of any new fees or in the increase of current fees, the customer who is an entrepreneur, if the provisions regarding consumers apply to him/her, shall have the right to withdraw from the contract.

10.2.3 In the case of conclusion of contracts other than continuous agreements on the basis of these T&Cs, the changes to the T&Cs shall not in any way affect the customer's rights acquired prior to the effective date of the changes to the T&Cs; in particular, these changes shall not affect any orders already placed or submitted as well as any contracts concluded, performed or executed.

10.3 In matters not covered by these T&Cs, universally applicable provisions of Polish law shall apply, in particular: Civil Code; Act on Providing Services by Electronic Means of 18 July 2002 (Journal of Laws 2002 No. 144, item 1204 as amended); the Consumer Rights Act; and other applicable provisions of common law.

## **APPENDIX NO. 1 TO THE T&Cs - THE PRIVACY POLICY**

### **1. GENERAL PROVISIONS**

1.1 The following website privacy policy serves solely informational purposes which means that it is not a set of requirements for website users. The privacy policy includes mainly rules on the processing of personal data collected by Megamo via the website, as well as the reasons, purposes and period of personal data processing, the rights of data subjects, and information on the use of cookies or similar technologies and analytical tools.

1.2 When personal data of customers and other website users is processed, Megamo is the administrator of the personal data. Full details of Megamo, including its contact details, are indicated at the beginning of the T&Cs. The customer's personal data is processed in accordance with the GDPR Regulation. Megamo shall ensure that rights resulting from the above regulation and other generally applicable data protection regulations are executed.

1.3 Megamo processes the customer's personal data in accordance with applicable law, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and Directive 95/46/EC (General Data Protection Regulation) - also referred to as "GDPR" or "GDPR Regulation".

1.4 Megamo takes special care to protect the interests of the individuals to whom the processed personal data relates, and in particular is responsible for and ensures that the data it collects is: (1) processed lawfully; (2) collected for specified, legitimate purposes and not subject to further processing incompatible with those purposes; (3) substantively correct and adequate in relation to the purposes for which it is processed; (4) kept in a form which permits identification of data subjects for no longer than is necessary to achieve the purpose of processing; and (5) processed in a manner which ensures adequate security of personal data, including protection against unauthorised or unlawful processing and accidental loss, destruction or damage, by means of appropriate technical or organisational measures.

1.5 Considering the nature, scope, context and purposes of the processing and the risk of violation of the rights or freedoms of natural persons, Megamo deploys appropriate technical and organizational measures to ensure that the processing is carried out in accordance with the GDPR Regulation. If necessary, these measures are reviewed and updated. The administrator applies technical measures to prevent unauthorized persons from obtaining and modifying personal data transmitted electronically.

### **2. PURPOSE, GROUNDS AND DURATION OF PERSONAL DATA PROCESSING**

2.1 This notice is provided under Article 13 of the GDPR Regulation and concerns a situation in which Megamo collects personal data from a data subject. When using the website, Megamo may process personal data in the following cases:

2.1.1 The conclusion and execution of the contract between the customer and Megamo.

2.1.2 The customer takes advantage of the complaint procedure and provides his/her personal data within this procedure.

2.1.3 The customer wishes to receive a bill or invoice, therefore, he or she provides relevant personal information.

2.1.4 The customer or Megamo issues claims against the other party based on the contract and other than in the context of complaint procedures (e.g. in connection with a failure to pay). The customer's personal data is processed in this respect.

2.1.5 The customer sends Megamo a specific inquiry, not strictly related to the conclusion and performance of the contract or complaints and expects an answer to this inquiry.

2.1.6 The customer gives Megamo separate consent to process his/her personal data for one or more specific purposes not strictly related to the conclusion and performance of the contract (e.g. marketing).

2.1.7 Specific information about users visiting and navigating Megamo's website may be used to conduct statistics, traffic analysis, and to ensure the correct functioning and display of the website's elements (including information that does not have to be personal data, e.g. IP address, location data, information about the user's device).

2.2 With the exception of the above situations, Megamo does not collect or process personal data of the customers. It is voluntary to provide personal data and use the website; however, when the customer wishes to benefit from certain services offered by Megamo, providing the data is necessary in order to conclude and perform the contract. In such situations, personal data is collected from the person to whom the data relates. After the execution or expiration of the contract, the customer's data may also be processed in order to assert, establish, or defend claims (in accordance with the legitimate interests of Megamo), or in order to keep accounting records (for the performance of legal obligations imposed on Megamo).

2.3 Each time, the purpose, grounds, duration and recipients of the personal data processed by Megamo result from the activities performed by the customer on the website. Megamo may process the customer's data for the following purposes, on the following grounds, and for the period indicated in the table below:

Conclusion and performance of the contract	<p>Purpose: performance of the contract or action taken at the request of the person to whom the data refers before the contract is concluded</p> <p>Legal basis: article 6(1)(b) of the GDPR Regulation (performance of the contract)</p> <p>Period: The data is stored for the period necessary to perform, terminate or otherwise end the concluded contract.</p>
The customer uses the complaint procedure and provides his/her personal data within this procedure or submits other claims resulting from the contract	<p>Purpose: processing of the customer's rights under the contract and in the scope of complaints</p> <p>Legal basis: Article 6(1)(b) of the GDPR Regulation (performance of the contract)</p> <p>Period: The data is stored for the period necessary to perform, terminate or otherwise end the concluded contract.</p>
The customer wants to receive a bill or an invoice and provides personal data for this purpose	<p>Purpose: maintaining tax records</p> <p>Legal basis: article 6(1)(c) of the GDPR Regulation (legal obligation) in connection with article 86 § 1 of the Tax Ordinance, i.e. of 17 January 2017. (Journal of Laws of 2017, item 201 as amended).</p> <p>Period: the data is stored for the period required by law obliging Megamo to keep tax records (until the expiry of the statute of limitations for tax liabilities, unless tax laws provide otherwise).</p>
Megamo makes claims against the other party	Purpose: establishing, pursuing or defending

<p>(e.g. in connection with a failure to pay) or defends itself against the claims of the other party, and processes the customer's personal data in this respect</p>	<p>claims that Megamo can make or that can be made against Megamo</p> <p>Legal basis: Article 6(1)(f) of the GDPR Regulation (legitimate interest)</p> <p>Period: the data is stored during the period of existence of the legitimate interest pursued by Megamo, but no longer than the period of the statute of limitations for claims against the data subject in respect of the business activities conducted by Megamo. The period of limitation is determined by law, in particular the Civil Code (the basic limitation period for claims related to the business is three years).</p>
<p>Answering inquiries sent to Megamo</p>	<p>Purpose: the need to examine the content of the inquiry sent through the contact form available on the website by the data subject, and then, if necessary, to provide a response to the inquiry</p> <p>Legal basis: Article 6(1)(f) of the GDPR Regulation (legitimate interest)</p> <p>Period: The data is stored for the time necessary to review and respond to the inquiry, but no longer than for the period of existence of the legitimate interest pursued by the administrator in connection with the information contained in the inquiry.</p>
<p>Sending marketing content to the customer or sending an invitation to express an opinion on the services provided by Megamo</p>	<p>Purpose: advertising products and services offered by Megamo or its partners, inviting the customer to express their opinion on the contract or other similar purpose resulting from the content of the consent given by the customer</p> <p>Legal basis: Article 6(1)(a) of the GDPR Regulation (consent)</p> <p>Period: The data is stored until the person withdraws his/her consent to further processing of his/her data for this purpose.</p>
<p>Navigating the Megamo website</p>	<p>Purpose: ensuring proper operation and display of the website elements to all visitors, keeping statistics and analyzing the traffic of persons who visit the website</p> <p>Legal basis: Article 6(1)(f) of the GDPR Regulation (legitimate interest)</p> <p>Period: The data is stored for the period of existence of the legitimate interest pursued by Megamo, but no longer than the period of</p>

	limitations for Megamo's claims against the data subject. The period of limitation is determined by law, in particular the Civil Code (the basic limitation period for claims related to the running of a business activity is three years).
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**3. RECIPIENTS OF PERSONAL DATA**

3.1 In order to properly provide the services and realize other purposes of processing indicated in point 1 of the privacy policy, Megamo may need to use the services of third parties and transfer the personal data of the customer to them. Megamo does not share personal data in every case, and not to all recipients or categories of recipients indicated below - Megamo only transfers data when it is necessary in order to fulfill a specific purpose of processing personal data, and only to the extent required to fulfill that purpose. For example, if an accounting company needs to issue an invoice, Megamo transfers the data to its accounting company for invoicing.

3.2 Megamo benefits from services of entities that provide sufficient guarantees to implement appropriate technical and organizational measures so that the processing meets the requirements of the GDPR Regulation and protects the rights of the data subjects.

3.3 Personal data may be transferred by Megamo to the following recipients or categories of recipients:

3.3.1 Entities that process electronic or credit card payments on behalf of Megamo to the extent necessary to process the payment made by the customer.

3.3.2 Accounting, legal, and advisory service providers responsible for supporting Megamo with accounting, legal or advisory services (in particular, an accounting office, law company or debt collection company).

3.3.3 Survey system providers supplying the surveys evaluating the contracts concluded on behalf of Megamo.

3.3.4 Providers of technical, IT, and organizational services that supply Megamo with appropriate solutions which enable it to run its business, manage the website and the services provided (in particular, those who provide Megamo with email and hosting services and providers of business management and technical support software).

3.3.5 Providers of marketing and advertising services (in particular marketing agencies, interactive agencies, providers of solutions for e-mailing and optimizing marketing campaigns).

3.4 Megamo does not share personal data with third countries or international organizations

**4. WEBSITE PROFILING**

4.1 The GDPR Regulation requires Megamo to provide information on automated decision-making, including profiling, as referred to in Article 22(1) and (4) of the GDPR Regulation, and - at least in these cases - relevant information on the principles of such decision-making, as well as on the significance and foreseeable consequences of such processing. With this in mind, Megamo provides information on possible profiling in this section of the privacy policy.

4.2 Megamo may use website profiling for direct marketing purposes, but the decisions Megamo makes based on this profiling do not relate to the conclusion or refusal of the contract or the ability to use the services. The effect of the use of website profiling may be, for example, to give a person a discount, to send them a discount code, to remind them of unfinished actions and purchases, to send them a service offer that may match the person's interests or preferences, or to offer better terms compared to the standard solutions. Despite the profiling, it is the individual who freely decides whether they want to use the discount or benefit from better conditions and conclude the contract with Megamo.

4.3 Website profiling involves the automatic analysis or prediction of a person's behavior, e.g. by adding a particular service to an electronic shopping cart, viewing a specific service page, or analyzing a person's previous purchase history. Such profiling requires Megamo to already have the personal data of the person in order to be able to send him/her e.g. a discount code or an offer.

4.4 The person to whom the data relates has the right not to be subject to a decision which is based solely on automated processing, including profiling, and which produces legal effects concerning the person or significantly affects the person in a similar manner.

## 5. RIGHTS OF THE DATA SUBJECT

### 5.1 Rights of the data subject:

5.1.1 Right to access, rectify, restrict, erase, or transfer - the data subject has the right to require Megamo to access, rectify, erase ("right to be forgotten"), or restrict processing of their personal data, and has the right to object to processing, as well as the right to demand data portability. Detailed conditions for the exercise of the rights indicated above are specified in Articles 15-21 of the GDPR Regulation.

5.1.2 Right to withdraw consent at any time - the person whose data is processed by Megamo on the basis of consent (according to Article 6(1)(a) or Article 9(2)(a) of the GDPR Regulation) has the right to withdraw consent at any time without affecting the legality of processing performed on the basis of consent before its withdrawal.

5.1.3 The right to file a complaint to the supervisory authority - the person whose personal data is processed by Megamo has the right to file a complaint to the supervisory authority in the manner and according to the procedures set out in the GDPR Regulation and Polish law, in particular the Act on the Protection of Personal Data. The supervisory authority in Poland is the President of the Personal Data Protection Office.

5.1.4 Right to object - the data subject has the right to object at any time, on grounds relating to his or her particular situation, to the processing of personal data concerning him or her based on Article 6(1)(e) (public interest or task) or (f) (legitimate interest of the administrator). Megamo shall in that case no longer be permitted to process such personal data, unless it demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or grounds for the establishment, exercise or defence of claims.

5.1.5 Right to object to direct marketing - if personal data is processed for the purposes of direct marketing, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, including profiling that is related to such direct marketing.

5.2 In order to exercise the rights referred to above, you may contact Megamo in person or by sending the relevant message in writing or by e-mail to Megamo's contact details provided at the beginning of the T&Cs.

## 6. COOKIES AND ANALYTICS

6.1 Cookies are small pieces of information in the form of text files sent by a server and stored on the website visitor's side (e.g. on the hard drive of a computer, laptop or smartphone memory card - depending on the device used by the website visitor). Detailed information about cookies, as well as the history of their development can be found, among others, here: [https://en.wikipedia.org/wiki/HTTP\\_cookie](https://en.wikipedia.org/wiki/HTTP_cookie).

6.2 Cookies sent by the website can be divided into different types, according to the following criteria:

<b>By their provider:</b> 1) own (created by the	<b>Due to their period of storage on</b>	<b>Due to the purpose of their use:</b>
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<p>administrator's website) and 2) owned by third parties (other than the administrator)</p>	<p><b>device of the website visitor:</b> 1) session files (stored until logging out, leaving the website or switching off the Internet browser) and 2) permanent (stored for a specified time, defined by the parameters of each file or until being removed manually)</p>	<p>1) necessary (enable the proper functioning of the website), 2) functional/preferential (enable adjustment of the website to the visitor's preferences), 3) analytical and performance (gathering information about the website), 4) marketing, advertising and social (gathering information about the person visiting the website in order to display personalized advertisements to this person and to conduct other marketing activities, also on websites other than the customer's page, such as social networking sites)</p>
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6.3 the administrator may process the cookie data when visitors use the website for the following purposes:

**Purposes of using cookies on the administrator's website:**

<p>saving data from filled website forms and surveys (essential and/or functional/preference cookies)</p>
<p>remembering website customers as logged in to the customer panel (necessary cookies)</p>
<p>adjusting website content to the user's individual preferences (e.g. regarding colors, font size, page layout) and optimizing the use of the website (functional/preference cookies)</p>
<p>conducting anonymous statistics showing how the website is used (analytical and performance cookies)</p>
<p>remarketing, i.e. studying the characteristics of visitors' behaviour through an anonymous analysis of their actions (e.g. repeated visits to specific pages, keywords, etc.) in order to create their profile and provide them with advertisements tailored to their predicted interests, also when they visit other websites belonging to Google Display Network Ireland Ltd. and Facebook Ireland Ltd. (marketing, advertising and social networking cookies)</p>

6.4 It is possible to check the most popular web browsers to see which cookies (including their operation period and provider) are being sent by the website:

<p><b>In the Chrome browser:</b> (1) in the address bar, click on the lock icon on the left, (2) go to the "Cookies" tab.</p>	<p><b>In Firefox:</b> (1) in the address bar, click on the shield icon on the left, (2) go to "Allowed" or "Blocked", (3)</p>	<p><b>In Internet Explorer:</b> (1) click the "Tools" menu, (2) go to the "Internet Options" tab, (3) go to the "General" tab, (4) go to</p>
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	click the box "Tracking cookies across websites," "Social media tracking elements," or "Content with tracking elements"	the "Settings" tab, (5) click the "View Files" box
<b>In the Opera browser:</b> (1) in the address bar, click on the lock icon on the left, (2) go to the "Cookies" tab.	<b>In the Safari browser:</b> (1) click the "Preferences" menu, (2) go to the "Privacy" tab, (3) click on the "Manage site data" box	<b>Regardless of the browser,</b> you can use tools available at: <a href="https://www.cookie-matrix.com/">https://www.cookie-matrix.com/</a> or: <a href="https://www.cookie-checker.com/">https://www.cookie-checker.com/</a>

6.5 By default, most web browsers available on the market accept the storage of cookies. You have the possibility to determine the conditions of using cookies with the settings of your web browser. This means that you can, for example, partially restrict (e.g. temporarily) or completely disable the storage of cookies - in the latter case, however, this may affect some of the website functionalities (e.g. placing an order may prove impossible because services added to the electronic shopping cart are not remembered)

6.6 Browser cookie settings are important in terms of your consent to the use of cookies by our website - in accordance with the regulations, such consent may also be expressed through your web browser settings. Detailed information about changing cookie settings and deleting them from the most popular web browsers is available in the help section of your web browser and on the following pages (just click on the link):

[in Chrome](#)

[in Firefox](#)

[in Internet Explorer](#)

[in Opera](#)

[in Safari](#)

[in Microsoft Edge](#)