

# Terms of Service

The content of the Terms of Service is visible below. The document with attachments is also available in pdf format ([click](#) to display or save on your device).

## §1. General Terms

1. Thanks for choosing Take Care. We hope that the Application will help you in the best possible way in sales support and customer service. We are always happy to answer your questions. You can contact us by any communication channels: [support@takecare.ai](mailto:support@takecare.ai), social media, chat. We will respond as soon as possible.
2. These Terms of Service shall constitute a standard contractual agreement and they define general conditions as well as rules of the Agreement a User and the Service Provider enter into. In order for the Services to be provided it is required that you acknowledge and accept provisions of the Terms of Service.
3. The Service within the Application shall be provided without any territorial and temporal limitations in accordance with the time limits indicated in the Price List and / or Application.
4. The Services are provided and the Agreement is realized by the Service Provider in accordance with CET (Central European Time).
5. The Terms of Service have become effective as of 08.02.2018.
6. For the following words and phrases used in the Terms of Service and Attachments the following meaning shall be adopted:
  - a. **The Service Provider / we / our / us** - Take Care sp. z o.o., KRS 0000721157, NIP 5252741543, REGON 369593764 based in Warsaw (00-31), ul. Szpitalna 8A/2, Poland. Founding capital fully paid up: PLN 10 000
  - b. **Terms of Service** – these Terms of Service,
  - c. **Website** – <http://www.takecare.ai>,
  - d. **Take Care / Application** – a computer program accessible through the Internet and log in to the Website,
  - e. **Service** – a service provided to Company by Service Provider by means of electronic communication and through the Application. The Service shall be provided in compliance with binding law and provisions of the Terms of Service,
  - f. **Agreement** – an agreement on provision of the Service, subject to the provisions of the Terms of Service,
  - g. **Company** – a natural person conducting on his/her own behalf business activity or a natural person representing a legal person, or an entity having legal capacity according to the applicable law who is capable of entering into the Agreement with the Service Provider. The Company is the owner of User Accounts assigned to the Company Account,
  - h. **Natural Person** – a natural person having full capacity of acts in law who uses the Application as a consumer within the meaning of European law,
  - i. **Third party** – any natural or legal person or entity having legal capacity according to the Polish law, except for the User and the Service Provider,
  - j. **Consultant** – the User who was invited by the Owner,
  - k. **Owner** – a User who has access to functionalities intended for him/her,
  - l. **User / you** – the Consultant, the Owner or the Company,

- m. **User associated with the Company** – the User whose Account is associated with the domain in the Application created for the Company,
- n. **Account** – a collection of information and settings saved in Service Provider database for User, being a part of provision of Service Provider services to User. In order to make access to User Account provision of a proper Password shall be required,
- o. **Registration** – an act which is required in order to create an Account in Take Care,
- p. **Login** – User’s email address,
- q. **Password** – a unique set of signs adjusted to our technical requirements and chosen by You which is used to authorize access to and secure your Account against unauthorized access of any Third party,
- r. **Software** – The Service Provider’s own scripts by means of which the Website and/or the Application work properly. The rights to the Software are owned by the Service Provider,
- s. **Notification** – an electronic form of notices about the Service, sent to the User on terms and conditions as specified in the Privacy Policy;
- t. **Privacy Policy** – determine the manner in which the data is processed in the Website and/or in the Application, including cookie files processing and providing Users with Notifications. The Privacy Policy is attached as Attachment no. 1,
- u. **Price List** – a list of Plans. The Price List is attached as Attachment no. 2,
- v. **Plan** – it contains the list of prices for provision of the Services
- w. **Settlement Period** - the period used as a basis for the settlement of the Services,
- x. **Fee** - a fee for the access during the Settlement Period in accordance with the Terms of Service and the Price List,
- y. **External Channel of Payments** – an external service provider independent of the Service Provider:
  - PayLane Sp. z o.o. based in Gdańsk (80-387), Arkońska 6, A3 street , registered by District Court for the City of Gdańsk-Północ in Gdańsk, VII Commercial Division, under tax identification numer (NIP): 586-214-10-89, statistical number (REGON): 220010531, company registration number (KRS): 0000227278, the share capital of the Company is 585 000 PLN, <http://paylane.com/about/#legal>
  - or
  - PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349)- [https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en\\_US](https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en_US)
- z. **digital content** – the data created and delivered in a digital format,
- aa. **personal data** – information by means of which it is possible to identify User,
- bb. **force majeure** – an event caused by an accident or by the forces of nature which cannot be controlled or influenced by the Service Provider (such as fire, explosion, electricity breakdown, earthquake, flood, intense thunder and raining, turmoil, acts of civil as well as military authorities, war, terrorism (including cyberterrorism), cyberattacks (e.g. DDOS) by actions of the operators of telecommunications networks and by other unpredictable factors;
- cc. **telecommunications networks** – a combination of interrelated and cooperating IT devices and software which enable the following activities: data processing and storage as well as data sending and reception, via telecommunications networks, by means of a terminal device appropriate for a specific telecommunications network,
- dd. **services provided by electronic means** – provision of a service without Your and Our

simultaneous presence (at a distance), by data transfer, at Your individual request, being sent or received by means of electronic processing device, including digital compression or data storage, which is entirely conferred, received or/and transmitted through telecommunications network,

- ee. **cookies** – small textual information sent by the www server and saved by Service Provider,
- ff. **email address** – an active address of User electronic mail,
- gg. **subscription** – access to paid functionalities for a definite period, i.e. the time for which the User pays the payment in advance or for an indefinite period (recurring payments). The scope of functionality as part of the subscription is defined in the Plan,
- hh. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95 /46/EC.

## **§2. Technical Requirements**

1. This is necessary to complete the proper operation of the Website and Take Care requires use of a device with access to the Internet, with cookies enabled in the Internet browser.
2. For proper operation of the Application, it is required to place the tag in the html code of the page or pages managed by the Company. The fragment of the code to be placed you can find in the FAQ.

## **§3. Registration and logging in**

3. We need the following data during the Registration stage of Take Care: name, surname, Company name, website address in takecare.ai domain, e-mail address (Login). We assume that the Owner adding the Company's domain has the right to act in that scope on behalf of the Company and the Agreement with the Company is concluded through him/her.
4. Please click the activation link and enter the Password. This is necessary to complete the Registration. From this moment, you can log in and use the Services.
5. Logging in Take Care is easy. All you have to do is enter your Login and Password. If you forget your Password, you can click the Password reminder button that appears at the login stage.
6. If you are the Owner, you can invite another User to use the Services as part of Company Account. For this purpose, you enter his/her e-mail address (Login). The User will receive the link and, like you, will be asked to enter the Password.
7. The login can not be changed.

## **§4. Scope and type of the Services**

1. The Services consist in providing functionalities within the Account that allow for support in sales and customer service, including through multiplication of customer service channels and data sets, as well as maintaining the Account and its history for the duration of the Agreement.
2. The Service Provider offers a free trial period - 14 days for the use of all Take Care functionalities. Further use takes place in accordance with the Price List.

3. If the Company does not have an active subscription (Fee in advance or recurring payments), the User associated with the Company will have access to the Account history until you delete the Account.
4. The Company may change the Owner, including adding or removing an Account to a User associated with the Company.
5. Description of the functionality and the limits of the Plans have been specified in the Price List.

#### **§5. Duration of the Agreement**

1. The Agreement is concluded at the time of Registration and lasts for an indefinite period until the Account is deleted. Removal of the Account results in termination of the Agreement for User.
2. The Company may terminate the Agreement at any time with the reservation that if the Company has an active subscription, the termination of the Agreement takes place after the end of the notice period, i.e. the end of the settlement period for which the Fee was paid. In the case of recurring payments, the period of notice ends at the end of the month in which the subscription was canceled. Termination of the Agreement by the Company results in the removal of User Accounts associated with the Company. Removal of the Account by the Owner (if there is only one) or all Owners shall temporarily suspend the provision of the Services. We will contact the Company. If the Company confirms its willingness to terminate the Agreement, the Accounts will be deleted and the Agreement with the Company terminated in accordance with the notice period. No contact within one month is tantamount to the Company's willingness to terminate the Agreement. Sett. 6 shall apply accordingly.
3. The Owner or Consultant may delete the Account at any time. However, the activity history will be visible to the Company. If the Owner deletes the Account, the Consultants added by him/her must be hooked to another Owner.
4. The User has the right to withdraw from the Agreement within 14 days of Registration without giving a reason. For this purpose, please send us a message. We will ask you to confirm your Account deletion. You can use a model withdrawal from the Agreement, the model is enclosed Attachment no. 3 to the Terms of Service.
5. We may terminate the Agreement and delete the Account to the User in the form of a unilateral statement of intent sent by the telecommunications networks in case of violation of the law by the User and / or gross violation of the Terms of Services by the User, in particular if the violation is repetitive. We will inform you in advance and ask for clarification.
6. If the Company does not purchase a subscription within one month of Registration or does not have an active subscription for one month, we have the right to terminate the Agreement with the Company without notice. Any Connected Accounts with the Company will be deleted.
7. Within 1 month from the date of termination of the Agreement with the Company, the Company may contact us and export data (data export is also possible during the term of the Agreement). After this period, the data is archived by us only for the purpose of claiming rights/ settling claims. However, we will not process data about your clients or potential clients in accordance with §11 of the Terms of Service.

## **§6. Payments**

1. After the end of the 14-day test period referred to in §4 paragraph 2 of the Terms of Service, We will send you an inquiry asking you to choose the Plan. Until you pay for the subscription, you can use the free functionalities of the Account in accordance with the Price List.
2. Payments are settled using the External Channel of Payments.
3. The User may pay for the paid Services only in the currency displayed to the User. The currency is valid for the whole term of the Agreement on the provision of access to paid Services.
4. Please go to the "Payments" tab in Application to manage your billing.
5. Some banks may charge a fee / commission for card payments and add it in accordance with their own price list, which is independent of the Service Provider. Please read the principles of making settlements, in particular international ones, in force in your bank.

## **§7. User's rights and obligations**

1. The User shall have the right to:
  - a. manage their Account,
  - b. use the Website and/or the Application, including the Services, in accordance with the Terms of Service,
  - c. submit questions to the technical assistance department and/or submit complaints,
  - d. terminate or withdraw from the Agreement pursuant to the terms and conditions set forth in the Terms of Service.
2. The User undertakes:
  - a. to use the data and/or personal data they are fully authorized to use (without violating any third party rights),
  - b. to verify, in advance, whether the technical requirements that need to be met in order to use the Website and/or the Application, including the Services, are complied with,
  - c. not to use the Website and/or the Application in a manner that interferes with the provision of the Services,
  - d. not to use the Website and/or the Application, including the Services, in an illegal manner,
  - e. to use the Website and/or the Application, including the Services, in line with their intended use, in compliance with the law, in accordance with the Terms of Service, as well as in line with public policy. It is forbidden, in particular, to use Services in the course of terrorist, sabotage, or any other criminal activity, to violate the applicable legal regulations and to commit any legally forbidden acts,
  - f. to update their data, including personal data,
  - g. not to take any actions that violate the commonly applicable legal regulations or good practices, as well as that violate the personal interest of other Users, third parties or reasonable interests of the Service Provider, other Users or third parties,
  - h. not to access the Accounts of other Users that are not managed by the User (e.g. by cracking Passwords),
  - i. not to generate excessive or disproportionate traffic on the connections or other

- elements of the infrastructure relied upon to provide the Service,
  - j. to keep their Password strictly confidential,
  - k. not to make available their Account to any other Users and third parties.
3. The rights and obligations of the User must not be transferred to other Users and/or third parties. The above means that the User must not transfer / sell / dispose of their Account, for the benefit of any other entity. The Service Provider shall be the sole entity authorized to render the Services for the benefit of the User.

#### **§8. Service Provider's rights and obligations**

1. The Service Provider does not alter any content of the User's Account or any information contained thereon, with the exception of a situation when requested to do so by the User due to technical problems encountered.
2. The Service Provider shall have the right to:
  - a. inform the Users, electronically, of the new functionalities of the Application, or to send important notifications related to the Application,
  - b. ask the Users for their general opinion on and about the level of their satisfaction with the Take Care, including the Services, and about the availability and efficiency of technical assistance. The opinions may be gathered by asking questions or sending short surveys via the ICT system,
  - c. survey the manner in which the Website and/or the Application are used, in particular by collecting anonymous information enabling the Service Provider to improve the Services both functionally and technically (e.g. screen resolution, type of browser used, number of clicks on specific tabs, etc.),
  - d. at his sole discretion, change the properties and functionalities of the Services, provided that the level of quality of the Services rendered for the benefit of the User is not affected in an adverse manner,
  - e. to use the User's data added to the Account in accordance with the data processing referred to in §11 of the Terms of Service,
  - f. delete the Account pursuant to the Terms of Service.
3. The Service Provider undertakes to take every effort to make sure that the Services are rendered in a due manner, on a permanent and continuous basis.
4. The Service Provider reserves the right to render the entire Website and/or the Application, including the Services, or portions thereof, temporarily unavailable due to technical reasons, especially when performing maintenance or introducing changes. The Service Provider shall take every effort to limit, to the extent practicable, the arduous character of such unavailability for the User.
5. The Service Provider may undertake other actions in compliance with the provisions of the Terms of Service.

#### **§9. Liability**

1. The User shall be fully liable for their actions related to using the Website and/or the Application, including the Services. We assume that Owner, adding the Company's domain and providing company data for settlements, has the right to use this data. The subscription begins only from the payment of the Plan.
2. The Service Provider shall not be held liable for:
  - a. incorrect data provided by the User,
  - b. lack of User's access to the Internet, or for restrictions affecting such access,

- c. restrictions affecting and/or incorrect operation of software or hardware belonging to the User and relied upon while using the Website and/or the Application, including the Services,
  - d. losses suffered and profits lost by the User as a result of the password to the User's Account being disclosed due to reasons attributable to the User,
  - e. losses suffered and profits lost by the User as a result of actions or omissions of the User, and in particular of improper use of the Application,
  - f. losses suffered and profits lost by the User who has violated the law or the provisions of the Terms of Service, which has resulted in the User's Account being blocked or deleted by the Service Provider,
  - g. losses suffered and profits lost by the User as a result of actions and/or omissions of third parties that are not bound by the terms of the Agreement, which remain beyond the control of the Service Provider,
  - h. losses suffered and profits lost by the User as a result of an event of force majeure,
  - i. payments made with the use of an External Payment Channel, as well as the manner in which data, including personal data, is processed by such an External Payment Channel,
  - j. losses suffered and profits lost by the User as a result of the User's personal data being transferred to entities authorized to process such data pursuant to applicable legal regulations,
  - k. links redirecting to third party websites. The said websites constitute the property of and are managed by their respective administrators or service providers, as the case may be. The Service Provider shall not be held liable for the availability or quality of such websites.
3. The User uses the Website and/or the Application, including the Services, at their own risk and responsibility. The Service Provider does not guarantee e improvement of efficiency or increase of efficiency in the scope of customer service.
  4. The Service Provider has no way of impacting the manner in which the User manages their account, or the data, including personal data, they add.
  5. The External Channel of Payments shall be liable for processing and protecting personal data, as well as other data it obtains from the User in order to pay the Fees.
  6. Should the Service Provider receive an official notification, or should he become aware, in a reliable manner, about the unlawful character of the data, including personal data, made available by the User, he shall contact the User in order to resolve the case and he shall order that such data be deleted and/or shall block the Account or, as a last resort measure, delete the Account. While doing so, the Service Provider shall abide by the legal regulations and by the notice and take down procedure he is bound by under the provisions of law.
  7. The Service Provider shall be liable for the losses attributable to him, as well as for the profits lost due to the failure to perform and/or undue performance of the Agreement, up to the amount of the Fees paid by the Owner. The Company undertakes not to submit any claims exceeding that value.

## **§10. Complaints**

1. The complains shall be filed within 30 days upon the day when the damage occurs (e.g. malfunctioning of the Services) by electronic means. The complaint shall include

the following data:

- a) Login,
  - b) the description of the reason for the complaint as detailed as possible (including its time and place),
  - c) presumptive settlement of the complaint,
  - d) number of an invoice, if this is the subject of the complaint.
2. The complaints shall be settled at our earliest convenience; however, this shall be no longer than within 14 days.
  3. The day of the complaint filing shall be the day when the Service Provider receives the complaint.
  4. The fact that the complaint has been filed shall not affect the Settlement Period nor provision of the Service.

#### **§11. Protection of Personal Data**

1. We use the SSL communication encryption protocol.
2. User's personal data are processed:
  - a. in accordance with the provisions on the protection of personal data in force in the Republic of Poland and the European Union,
  - b. in accordance with the Privacy Policy,
  - c. to the extent and for the purpose necessary to establish, shape the content of the Agreement, amend or terminate it, and / or correctly implement services provided by electronic means,
  - d. to the extent and purpose necessary to fulfill legally justified purposes / legitimate interests pursued by the Service Provider, and the processing does not violate the rights and freedoms of the data subject.
3. The scope of data that can be processed about the User is indicated in the Privacy Policy.
4. In relation to data about clients or potential clients of Company, the Service Provider is not an administrator, the Service Provider is only the processor and these data are processed in accordance with paragraph. 12 - 22.
5. The User has the right to access of personal data, rectify, delete or limit their processing, the right to objection, the right to transfer data, the right to lodge a complaint with a supervisory authority.
6. Personal data relating to Users will be processed for the duration of the Agreement and for a period of 10 years from the date of termination of the Agreement (for the purpose of resolving any claims). The data can also be processed as part of accounting documents for the period required by law.
7. The Service Provider reserves the right to share User's personal data with entities authorized under applicable law: law enforcement authorities, offices, courts or other entities authorized to make such disclosure based on the law in the scope and purpose required by these entities and laws.
8. Card details needed to pay Fees are recorded in an IT system operated and managed by the External Channel of Payment. Invoices and / or other accounting documents may be saved for the needs of billing in the Application. These documents are sent to the e-mail address provided for payment.
9. The External Channel of Payment requires entering the necessary card data (PayLane) or data to the account in the External Channel of Payment (PayPal). These



- data are not processed by the Service Provider.
10. Personal data may be processed with the consent to the extent and purpose necessary to send a newsletter containing commercial information.
  11. The removal of personal data may occur as a result of:
    - a. termination of the Agreement and after the period referred to in paragraph 6;
    - b. withdrawal of consent or filing of a legally admissible objection to the processing of personal data - if the consent has been expressed or if the data is processed within the legitimate interest of the Service Provider.
  12. The Company entrusts the Service Provider to process personal data for the duration of the Agreement for the purposes of performance of the Agreement and Services. Data processing is not treated as a separate Service.
  13. The Company declares that it is the controller and the Service Provider declares that it is a processor within the meaning of the GDPR.
  14. The Company also declares that Users associated with the Company are authorized by the Company to process personal data.
  15. The scope and type of personal data includes data visible after logging in to the Account. These data can be entered by the Owner or Consultant. The data entry rules are set out in the Privacy Policy. The Company is responsible for the actions / omissions of the User associated with the Company.
  16. The purpose of data processing includes the display and grouping of personal data in the Application and making backups by the Service Provider. Personal data may be saved on the servers of the Service Provider and operated by entities cooperating with the Service Provider. The Company consents to the sub processing of personal data by the Service Provider to the extent and purpose consistent with the entrustment to these entities. A detailed list is available for the Company.
  17. On the User associated with the Company, personal data of clients or potential clients of the Company are visible.
  18. The Service Provider declares that it provides sufficient guarantees to implement the appropriate technical and organizational measures so that the processing meets the requirements of the GDPR and protects the rights of the data subjects.
  19. The Company undertakes that the personal data visible within the Account it manages is processed in accordance with the law and with respect for the rights and freedoms of the data subjects.
  20. The Company has the right to control the Service Provider in the scope of the implementation of entrustment as part of a remote audit based on the questions addressed to the data protection officer, to the e-mail address: [dpo@takecare.ai](mailto:dpo@takecare.ai) . If the Service Provider has been certified in accordance with the GDPR, certification of a recognized accreditation body is binding.
  21. The Service Provider undertakes that:
    - a. processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest,
    - b. ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of

confidentiality,

c. takes all measures required pursuant to article 32 of GDPR,

d. respects the conditions referred to in article 28 paragraphs 2 and 4 of GDPR for engaging another processor,

e. taking into account the nature of the processing, assists the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR - functionality in the Application,

f. taking into account the nature of processing and the information, the Service Provider assists the controller in ensuring compliance with the obligations pursuant to articles 32 to 36 of GDPR - functionality in the Application,

g. within 1 month from the date of termination of the Agreement with the Company, it deletes all existing copies that concern the personal data of clients or potential clients. With regard to Users' personal data, these data are processed for a period of 10 years from the termination of the Agreement for the purpose of settling potential claims. The types of operations performed on the data are also preserved (performed actions in the Application), however, without any personal data of the Company clients or potential clients,

h. provide the controller all information necessary to demonstrate compliance with the obligations laid down in article 28 of GDPR and allows the controller to carry out audits, including inspections, and contribute to them on the principles set out in para. 20.

22. The Service Provider shall promptly inform the Company by contacting the Owner if, in the Service Provider opinion, the instruction given to him constitutes a breach of the GDPR or other provisions of the Union or a Member State regarding data protection due to the registered office of the Service Provider.

23. The Service Provider undertakes that during the term of the Agreement, as part of its organization, it will process personal data entrusted to it in accordance with the provisions of the law on personal data protection (GDPR and regulations of a Member State due to its registered office), including, but not limited to, processing by using appropriate technical and organizational measures to ensure protection of personal data processing adequate to the risks and categories of data protected and to make them available to unauthorized persons, it will keep records of persons authorized to process entrusted personal data and oblige them to keep confidential.

24. The Service Provider, within the scope of entrusting, is liable up to the amount of Fees submitted by the Company.

## **§12. Final provisions**

1. The Service Provider shall make the content of the Terms of Service available to the Users and sends the Terms of Service by means of a permanent carrier. The Terms of Service might be made available in any other manner, upon the User's or Third Party's individual request should there be a problem with its displaying or reading. If so, the Users are kindly asked to contact with us.

2. The Service Provider shall be entitled to introduce modifications to the Terms of Service. Each document shall indicate the date when it becomes effective.

3. The Users shall be informed through Application notification and/or an email message sent to the email address ascribed to their Accounts on each substantial

modification of the Terms of Service or Price List within at least 14 days prior to the date when the modifications will have become effective. The modifications of the terms of payment shall become effective no sooner than upon the expiry of the current Settlement Period. Purchase a subscription under a given Plan requires consent. It is understood that the Company agrees with the Owner and properly makes payment for the invoice.

4. In case of substantial modification of the Terms of Service specified in clause 3 hereinabove, every User may terminate the Agreement until the modification becomes binding. If the User does not notice the Service Provider on termination or does not terminate the Agreement within the period specified hereinabove, it shall be deemed that the User agrees on provision of the Services in accordance with the Terms of Service as modified.
5. The Services provided by the Service Provider consist in the data storage, including the storage of the personal data added by the Users. The Service Provider shall store the data or transfer them via the Internet solely in accordance with the Terms of Service.
6. In the event of a Third Party noticing the violation of rights, she/he shall be obliged to contact the technical assistance and send an official notification on the unlawful character of the data, including the User's data.
7. All rights to the Website and/or Application and/or the Software belong to the Service Provider.
8. It is forbidden to make such use of the Website and/or Take Care that infringes the Service Provider's and/or any third party's rights. In the event of IPRs infringement, the Service Provider shall undertake necessary legal steps against the infringer.
9. The sign "Take Care" in a form of a word and/or graphic identifies one of the Service Provider's products and is used on the market in or in relation to business activities without any temporal nor territorial limitations. "Take Care" shall be deemed a commercial name of the Service Provider.
10. No element of the Website and/or the Application, including the "Take Care" logo, shall be used without the Service Provider's consent. In particular, the indications, trademarks, information on copyrights or other IPRs, or copyright notes must not be removed, covered, made unreadable or modified. It is also forbidden to copy, vend, disseminate, modify the materials outside the Application or to create derivative works on the basis of the materials available in the Application, Website and Services and make use of the derivative works outside the Application and/or Website without the Service Provider's consent.
11. In case of any subject matters not being covered by the Terms of Service, the applicable law shall be the Polish law (the applicable provisions) and/or the provisions applicable in the consumer's place of residence.
12. In the event of any provision of the Terms of Service being declared to be null and void by the court, the other provisions shall survive.
13. Each and every dispute shall be settled in an amicable manner, in particular the Service Provider declares his willingness to participate in ADR (Alternative Dispute Resolution). Consumers who would like to use extrajudicial dispute resolution can use the platform <http://ec.europa.eu/consumers/odr/> to resolve disputes regarding the contract concluded electronically.
14. Each and every dispute between the Service Provider and the User who has paid the

Fee for the Service and purchased it for his Enterprise shall be settled by the court having jurisdiction in the place of the Service Provider's residence.

15. Attachments shall form an integral part of Terms of Service.

16. In the event of any doubts as far as meaning or wording of the Terms of Service is concerned, the Polish version is the original one and its wording shall prevail.