

# TERMS AND CONDITIONS FOR THE PROVISION OF SALESBOOK SERVICES

(HEREINAFTER ALSO: "REGULATIONS")



**CONTENTS**

<b>DEFINITIONS</b>	3
<b>CHAPTER I - RULES FOR THE PROVISION OF SERVICES</b>	5
1. GENERAL TERMS OF SERVICE PROVISION	5
2. TECHNICAL REQUIREMENTS	6
3. SCOPE OF SERVICES	6
4. CONCLUSION OF THE AGREEMENT	7
5. DURATION AND TERMINATION OF THE AGREEMENT	8
6. REMUNERATION	9
7. CONFIGURATION	9
8. ADDITIONAL WORKS	10
<b>CHAPTER II - OWNERSHIP INTELLECTUAL</b>	11
9. CUSTOMER DATA	11
10. CUSTOMER INTELLECTUAL PROPERTY	12
11. INTELLECTUAL PROPERTY OF THE SERVICE PROVIDER	13
<b>CHAPTER III - LIABILITY PAGE</b>	13
12. REPORTING INFRINGEMENTS AND COMPLAINTS	13
13. CUSTOMER RESPONSIBILITY	14
14. LIABILITY OF THE SERVICE PROVIDER	14
15. FORCE MAJEURE	15
16. SUSPENSION OF ACCESS TO THE SERVICES	15
<b>CHAPTER IV - OTHER PROVISIONS</b>	15
17. CONFIDENTIAL INFORMATION	15
18. INFORMATION ACTIVITIES	15
19. CHANGE OF THE RULES	16
20. FINAL PROVISIONS	16
LIST OF ATTACHMENTS	17



## DEFINITIONS

These Regulations define the conditions for concluding the Agreement and the rules for using the Services provided by the Service Provider. Whenever the following capitalized phrases are used in the following part of the Regulations, they should be understood in the meaning given below, unless the context of their use clearly indicates otherwise.

<b>APP</b>	An IT system made available to the Customer by the Service Provider, allowing for improvement, management and administration of the Customer's processes, in particular in the area of sales. The application is available via the website or the Customer's end device, in particular a tablet or mobile phone.
<b>PRICE LIST</b>	Annex to the Regulations, specifying the amount and terms of payment for the use of the Service by the Customer and the scope of the Services provided. The price list is made available to Customers at the stage of concluding the Agreement or at the stage of ordering Services during the term of the Agreement. Depending on the case, the Price List may be made available in various forms, e.g. in the content of the contract, in the content of the order, as part of the offer list, including as a dedicated attachment. The form of making the Price List available is determined each time by the Service Provider. The price list may include the valuation of the indicated Application modules and remuneration for Additional Works.
<b>CUSTOMER DETAILS</b>	Any information, content and data (including images or text) that the Customer provides to the Service Provider in order to perform Configuration or Additional Work, and data that the Customer provides, processes and stores using the Application.
<b>WORKING DAYS</b>	Days from Monday to Friday, excluding holidays in accordance with the generally applicable laws of the Republic of Poland.
<b>WORK HOURS</b>	Hours from 9.00 am to 17.00 CET on Business Days.
<b>CONFIDENTIAL INFORMATION</b>	Details of the arrangements made by the Parties regarding the conclusion and performance of the Agreement, as well as all materials, documents and information to which the Parties had access, even indirectly in connection with the conclusion or performance of the Agreement, including all information regarding the functioning of the Application.
<b>INSTANCE</b>	A separate part of the Application infrastructure with a dedicated configuration for the Customer, consisting of disk space and a database within which the Account is created.
<b>CLIENT</b>	An entity with full legal capacity and ordering the use of the Service in connection with its professional or business activity, with whom the Service Provider will conclude an Agreement.
<b>CONFIGURATION</b>	Work on the part of the Service Provider consisting in placing Customer Data in the Application in order to adapt the Application to its needs.
<b>ACCOUNT</b>	A separate place in the Instance set up for the User, in which data is stored, including data concerning the User, to which the User gains access in order to use the Application using the login and password; the number of Accounts depends on the number of licenses purchased by the Customer.

<b>COORDINATOR</b>	A person authorized by the Customer responsible for the current and correct performance of the Agreement; comments on the performance of the Agreement by a person who is not authorized by the Customer (or has not demonstrated such authorization) may be omitted by the Service Provider.
<b>MODULE</b>	Selected software or a functionally separated element of the Application offered by the Service Provider, whereby the Service Provider allows the creation of Modules dedicated to a specific Customer. Individual Modules may be charged additionally.
<b>RECEPTION</b>	An activity ending the given works of the Service Provider (e.g. Additional Works) aimed at confirming their performance by the Service Provider in a correct manner and in accordance with the provisions of the Agreement and the requirements and assumptions of the Client (e.g. document templates used by the Client) , as well as acceptance of the results of work by the Client.
<b>SUBSCRIPTION PERIOD</b>	The period of provision of the Services for which the Client pays the Remuneration; The Subscription Period may be 30 days, 12 months, 24 months or 36 months, unless the Parties have expressly agreed on a different, individual Subscription Period for the Customer (arrangements require a documentary form under pain of nullity); a single Subscription Period is the minimum duration of the Customer's obligations under the Agreement. The subscription period is determined by the Parties at the stage of concluding the Agreement.
<b>SETUP PERIOD</b>	The period from the date of transferring the Customer Data to the Service Provider, in which the Service Provider performs the Configuration. The configuration period shall be agreed by the Parties at the stage of concluding the Agreement (in document form under pain of nullity). If the Parties do not agree on the Configuration Period, it is 30 days from the date of providing the Customer Data to the Service Provider. The Service Provider may, in justified cases, inform about the extension of the Configuration Period. In the case of an Application that includes a set of Modules agreed with the Customer or dedicated to the Customer, the Configuration may be carried out as part of the implementation in accordance with the agreed schedule.
<b>SETUP FEE</b>	One-time setup fee. The amount of the Configuration Fee may be specified in the Price List.
<b>TECHNICAL SUPPORT</b>	Standard technical assistance, including answers to the Customer Coordinator's basic questions, in the opinion of the Service Provider, or other support to the extent directly related to the use of the Application or Service. Technical support will be provided by the Service Provider by e-mail or by phone via the helpline whose number is available on the Service Provider's website. Customer may access Technical Support only through its designated Coordinator. Reports from another person may be omitted by the Service Provider. Customer may be offered the option to purchase a separate Extended Support service.
<b>ADDITIONAL WORKS</b>	Paid Services that supplement the scope of the Agreement, its extension or change. The Additional Work may include, in particular, the development and delivery of a set of Modules agreed by the Parties.
<b>STATUTE</b>	These Regulations together with attachments constituting its integral part, specifying the rules for the provision of Services by the Service Provider to the Customer.
<b>GDPR</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) . The provisions of the Regulations regarding the GDPR apply accordingly to each case where the cooperation of the Parties is subject to the CCPA (California

	Consumer Privacy Act, 2018) or the so-called UK GDPR - GDPR incorporated into UK law as amended by "Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019".
<b>HIGHER POWER</b>	An event that could not have been foreseen while maintaining the diligence required in professional relations, and which is external, both to the Client and to the Service Provider, and which they could not oppose by acting with due diligence. Each case of a cyber attack on the Application (e.g. the so-called DDoS) will be considered as Force Majeure by the Parties.
<b>PAGES</b>	Together, the Service Provider and the Customer.
<b>AGREEMENT</b>	Agreement for the provision of electronic services concluded between the Service Provider and the Customer. The contract is concluded under the conditions set out in these Regulations, including its annexes, and to the extent not regulated by the Regulations - in the provisions of Polish law. Information provided by the Service Provider - in particular on its website or using other means of distance communication (e.g. electronic message) - constitute an invitation to conclude a contract within the meaning of art. 71 of the Civil Code, addressed by the Service Provider to Customers, and not an offer within the meaning of the Civil Code, unless otherwise stipulated in the Agreement or explicitly indicated in the abovementioned communication.
<b>SERVICE</b>	Paid service provided by the Service Provider electronically to the Customer on the basis of the Agreement and the Regulations, consisting in particular in making the use of the Application available to the Customer. The detailed scope of the Service can be found in the provisions of the Regulations and in the Price List.
<b>SERVICE PROVIDER</b>	Salesbook Spółka Akcyjna with its registered office in Rzeszów, al. Józefa Piłsudskiego 32, 35-001 Rzeszów, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, under KRS number 0000867947, NIP number 5170375196, with a share capital of PLN 114,988.10, paid in full; e-mail address info@salesbook.com; website: www.salesbook.com.
<b>USER</b>	Client's employee or a person cooperating with the Client on the basis of a civil law contract, using the Service on behalf of and under the authorization of the Client.
<b>REMUNERATION</b>	Fees collected by the Service Provider from the Customer on the terms set out in the Agreement for the provision of Services under the Agreement.

## CHAPTER I - RULES FOR THE PROVISION OF SERVICES

### 1. GENERAL TERMS OF SERVICE

- 1.1. Before concluding the Agreement, the Service Provider provides the Customer with these Regulations free of charge - at his request - also in a way that enables the acquisition, reproduction and recording of the content of the Regulations using the ICT system used by the Customer. The current version of the Regulations is constantly available at [www.salesbook.com](http://www.salesbook.com).
- 1.2. The Regulations define the terms and conditions for the provision of Services to the Customer by the Service Provider, as well as the rights and obligations of the Customer and the Service Provider. Using the Application means accepting the Regulations. If the Customer has not read the Regulations and has not accepted them, he cannot use the Application.
- 1.3. The Service Provider provides the Application for a fee. The price for the Service depends on the scope of Services provided to the Customer, including the number of Users using the Application, the scope of Modules, Additional Works and other Services provided by the Service Provider.



- 1.4. By accepting these Regulations, the Customer agrees to financial obligations resulting from the Customer's use of the Service described in the Regulations and the Price List.
- 1.5. The Customer may use the Configuration provided that the Customer pays the Configuration Fee.
- 1.6. The Service Provider decides on the functionality of the Application and the scope of Services, taking into account the need to develop the Application and adapt the Application and Services to market requirements. The Service Provider reserves the right to transfer all rights to the Application or rights and obligations under the Agreement to a third party without prejudice to the rights of the Customer under the Agreement.
- 1.7. It is forbidden to use the Application in a manner inconsistent with the provisions of these Regulations, applicable law, decency or principles of social coexistence. The customer is prohibited from providing unlawful content. In particular, the Customer may not post materials that may infringe the rights or personal rights of third parties or constitute materials that may be used for illegal purposes.
- 1.8. The Customer is prohibited from interfering with the integrity of the content and form of the Application.

## 2. TECHNICAL REQUIREMENTS

- 2.1. In order to use the functionality of the Application on the Customer's side, the minimum technical conditions must be met, which are available on the Service Provider's website.
- 2.2. The Service Provider indicates that the use of the Internet and services provided electronically may result in malware entering the ICT system and the Customer's or User's device, which may result in unauthorized access to the processed data by third parties, as well as in the loss of their availability or confidentiality. In order to minimize the threats, the User or the Customer, regardless of the security measures used by the Service Provider, should introduce appropriate technical and organizational security measures, e.g. using up-to-date antivirus programs or programs protecting the identification of the User or Customer on the Internet, and avoid visiting potentially dangerous websites. In order to obtain detailed and professional information on maintaining security on the Internet, the Service Provider recommends obtaining them from entities specializing in this type of IT services.

## 3. RANGE OF SERVICES

- 3.1. On the basis of the Agreement, the Service Provider enables the Customer to use the Application on the end device (the Service Provider does not provide the device itself).
- 3.2. Adding or changing the functionality of the Application does not constitute a change to the Agreement.
- 3.3. Additionally, the scope of Services includes:
  - a. configuration of the Application by placing Customer Data in the Application system (remote system configuration by the Service Provider's consultant);
  - b. access to updates and new versions of the Application;
  - c. hosting the Application in the Microsoft Azure or Oracle cloud, or other with appropriate parameters, as decided by the Service Provider;
  - d. online training in using the Application;
  - e. Technical Support. The need for Technical Assistance may be reported by the Coordinator by phone via the hotline or electronically (in the ticket system designated for this purpose or by e-mail); the available hotline number and e-mail address for requests for Technical Assistance are each time specified on the Service Provider's website in the appropriate tab and may vary depending on the region of the Service provision. Technical Support requests made in any other way may not be considered. The customer is obliged to immediately confirm the telephone notification also via the appropriate form or e-mail. Each report may concern only one issue. Salesbook makes due diligence to resolve requests as soon as possible, but without guaranteeing specific response times and problem resolution times that the Customer is entitled to in the event of purchasing an additional service care service;
  - f. Additional Works;
  - g. other services related to the use of the Application provided by the Service Provider .
- 3.4. The Service Provider specifies which Services are subject to a separate fee. Information on payment for individual Services will be provided to the Customer at the stage of ordering a given Service.
- 3.5. Customer may be offered the option to purchase a separate Extended Support service.
- 3.6. A customer with over 100,000 threads in Salesbook is obliged to switch to a dedicated infrastructure on the following terms:
  - a. transfer of the Customer to the Customer's own infrastructure or indicated by him. The infrastructure must meet the technical requirements of the Service Provider, and the Customer must provide service access to the server for the Service Provider ;



- b. transfer of the Customer to a dedicated infrastructure provided by a third party cooperating with Salesbook. In this case, additional infrastructure fees apply according to the price list of the cloud provider, e.g. Microsoft Azure or Oracle;
  - c. the fee for transferring the Customer to a dedicated infrastructure and the cloud resources used will be calculated individually each time, depending on the infrastructure variant selected by the Customer. The fee may be updated each time in the event of changes in the cloud provider's price list.
- 3.7. The Service Provider will inform the Customer about the fact of being subject to the rules described in point 3.6. above. After receiving the above information, the Customer undertakes to immediately take action together with the Service Provider in order to switch to the dedicated infrastructure on the terms described in point 3.6 above. If, after 30 days from the date of notifying the Customer, the process of switching to a dedicated infrastructure is not completed due to circumstances beyond the control of the Service Provider, the Service Provider is released from liability for the operation of the infrastructure and is entitled to terminate the contract with immediate effect.

#### 4. CONCLUSION OF THE AGREEMENT

- 4.1. Only Instance Customers may use the Services. In order to set up an Instance, the Customer places an order with the Service Provider by e-mail, telephone or other means approved by the Service Provider.
- 4.2. When placing an order, the Customer provides the data necessary for the Service Provider to set up the Instance and provide the Service.
- 4.3. Conclusion of the Agreement between the Parties may take place in different ways, depending on the current communication of the Parties. The Service Provider allows the possibility of concluding the Agreement in the following way:
- a. in written or electronic form (with qualified electronic signatures) by signing copies of the Agreement by the Parties;
  - b. via a platform for concluding contracts approved by the Service Provider;
  - c. through the Service Provider's own tools;
  - d. through the so-called offerer, which enables the Customer to accept the terms of the Agreement by selecting the appropriate functionality within the provided platform (e.g. button, checkbox);
  - e. via e-mail communication.
- In order to conclude the Agreement, it is sufficient for the Customer to accept the terms of cooperation (e.g. in one of the forms described in points a - e above) and the Service Provider to commence the performance of the Agreement (e.g. by sending a VAT invoice to the Customer). The service provider may, but does not have to, send an order confirmation.
- 4.4. In each case, the Service Provider may request the Customer to confirm the conclusion of the Agreement in writing, and the Customer is then obliged to provide it immediately.
- 4.5. The order template, which the Parties may, but do not have to, use when concluding the Agreement is set out in Appendix 1 to the Regulations. The Customer hereby authorizes the Coordinator to place orders for Salesbook services (concluding contracts with Salesbook) on his behalf.
- 4.6. In the case of concluding the Agreement via e-mail communication, the following rules apply:
- a. The Service Provider will send the Price List to the Customer's e-mail address. The Customer will inform the Service Provider by return message (for this purpose, he may use the order template from Appendix 1 to the Regulations) that:
    - has received and read the Regulations and its attachments and accepts its content; in addition, it will inform the Service Provider about:
      - the number of Users who will use the Application;
      - the option of paying the subscription fee for the license, including the Subscription Period;
      - data of the person who will act as the Customer Coordinator;
      - e-mail address to which VAT invoices are to be sent;
      - the Customer's registration data, including the KRS number, NIP, full name, and in the case of a natural person conducting business activity - the full name of the company under which the business is conducted;
      - Customer's address;
      - name and surname of the person ordering on behalf of the Client;
      - e-mail address of the person ordering on behalf of the client;
      - territorial scope and license type.
  - b. The conclusion of the Agreement between the Service Provider and the Customer takes place at the moment of sending the confirmation of acceptance of the order by the Service Provider or at the moment of commencing the performance of the Agreement (e.g. by sending a VAT invoice to the Customer). Until then, the Customer is bound by the submitted offer, and the Service Provider has the right to refuse to accept the order .

- 4.7. Acceptance of the Regulations by the Customer is tantamount to making a statement that:
  - a. has read the Regulations and accepts all its provisions without reservations;
  - b. the data provided when placing the order are true, and the statements made in the Regulations are true;
  - c. the person who accepted the Regulations on behalf of the Client was duly authorized to represent the Client;
  - d. the Agreement does not consist of any contractual templates or regulations applied by the Customer.
- 4.8. As part of the Instance, the Customer will have an Account enabling the use of the Application. The number of Accounts will depend on the number of Users for whom the Service will be purchased. The login and password to the account will be provided to the Customer by the Service Provider.
- 4.9. User is obliged not to disclose access data to the Account to third parties. User through the Customer is obliged to inform Service Provider of any unauthorized access or use of his Account.
- 4.10. The Service Provider is not responsible for the management or administration of the Account, manager panel or administration panel by the User, Customer or other persons, respectively, who will gain access to the Account using the User's or Customer's access data, unless such third parties obtain access data through the intentional fault of the Service Provider.
- 4.11. The user can change his password at any time. This activity is performed via the Account.
- 4.12. The functionalities and content of the Application may be expanded by the Service Provider at the request of the Customer or at the initiative of the Service Provider. In any case, the use of available functionalities and content is at the sole discretion of the Customer, in particular, he is obliged to verify the admissibility of taking certain actions by him and fulfill all related legal obligations (including adjusting the content of consents and information obligations contained in the Application).
- 4.13. Due to the different business models of the Clients, the Service Provider does not verify the correctness or legality of taking certain actions by the Client using the Application, including if the Service Provider has provided a specific solution to help the Client meet legal obligations (e.g., model documentation, model consents).

## 5. DURATION AND TERMINATION OF THE AGREEMENT

- 5.1. The Agreement may be concluded for a Subscription Period of 30 days, 12 months, 24 months or 36 months, or for another period that the Parties have expressly agreed (at least in a documentary form under pain of nullity).
- 5.2. The contract concluded for the selected Subscription Period is automatically extended for the next Subscription Period corresponding to the completed one, unless within 30 days before the end of the Agreement, the Customer Coordinator informs the Service Provider via e-mail sent to [help@salesbook.com](mailto:help@salesbook.com) about the desire to stop using the Services (termination) or change the Subscription Period. The principle set out in the preceding sentence applies in the event of the expiry of subsequent, extended periods of the Agreement.
- 5.3. If the Customer has not chosen a 12-, 24-, or 36-month Subscription Period, or the Parties have not agreed otherwise (at least in a documented form under pain of nullity), the Agreement is concluded for a 30-day Subscription Period. On the day of the end of the Subscription Period, the Agreement is automatically extended for another period corresponding to the ended Subscription Period. The principle set out in the preceding sentence applies in the event of the expiry of subsequent, extended periods of the Agreement.
- 5.4. The Customer who has concluded the Agreement for a 30-day Subscription Period may terminate the Agreement at any time with effect at the end of the Subscription Period by sending an e-mail to [help@salesbook.com](mailto:help@salesbook.com) informing about the desire to stop using the Services (termination).
- 5.5. Either Party may terminate the Agreement with immediate effect: (a) if the other Party grossly breaches the provisions of the Agreement and an additional period of not less than 14 (fourteen) business days expires ineffectively from the date of delivery of a written or e-mail request to the Party to cease/ removal of the identified infringement; (b) if the other Party is in repeated breach of any provision of the Agreement.
- 5.6. The Service Provider may terminate the Agreement with immediate effect if the Customer has not paid all or part of the Remuneration despite at least a 30-day delay in payment and an additional period of not less than 7 (seven) business days from the date of delivery to the Customer of a written or e-mail payment requests.
- 5.7. In the event of termination of the Agreement by the Service Provider with immediate effect, when the Customer has paid the Remuneration for the Subscription Period in advance and this period extends beyond the date of termination of the Agreement, the funds paid by the Customer for the use of the Service are not refundable.
- 5.8. A declaration of termination of the Agreement or its termination without notice requires a written or document form under pain of nullity, with the proviso that termination of the Agreement by the Customer via e-mail should be sent to the address [help@salesbook.com](mailto:help@salesbook.com) under pain of nullity.





## 6. REMUNERATION

- 6.1. The remuneration for a given Subscription Period is calculated and payable in advance, and its amount depends on the scope of Services provided to the Customer, including the number of Users using the Application, the scope of Modules and other Services provided by the Service Provider.
- 6.2. The Customer may order the extension of the Application with subsequent Users by direct contact with the Service Provider, e.g. in the form of an e-mail, or make such an extension himself within the system. The Customer hereby authorizes the Coordinator to make the above-mentioned actions on his behalf.
- 6.3. The use of the Application will be extended by an additional number of Users immediately, and the increased remuneration will apply from the current Subscription Period. The fee for new Users will be charged in advance in the amount corresponding to the period remaining until the end of the Subscription Period.
- 6.4. Reducing the number of Users during the Subscription Period shall be effective from the next Subscription Period.
- 6.5. The Customer will pay the Configuration Fee in advance if the Service Provider is requested to perform the Configuration.
- 6.6. Subscription fees are calculated after completing the Configuration or after 30 days from the date of concluding the Agreement (in this case, the remuneration is calculated assuming the parameters of the Service and the number of Accounts in accordance with the content of the received order). The earlier date is decisive. The Parties may agree on a different start date for charging the Subscription Fees.
- 6.7. The fee for the first Subscription Period will be charged each time in an amount not less than that resulting from the parameters of the Service and the number of Accounts in accordance with the content of the received order.
- 6.8. If the individual components of the remuneration have not been specified in the Price List, the Parties shall separately determine the remuneration for individual activities.
- 6.9. A VAT invoice is issued for the provision of Services to the Customer. The Customer agrees to issue a VAT invoice for the performance of the Agreement in electronic form, in PDF format and to deliver it to the e-mail address indicated when placing the order.
- 6.10. Payments for the Remuneration may be made by the Customer by bank transfer or using another payment system accepted by the Service Provider, e.g. card payment. In particular, the Service Provider may provide the so-called single click / one click payment. In this case, the said payment may be based in particular on data collected from the Customer during card authorization during previous transactions. The use of payment systems accepted by the Service Provider may require the Customer to conclude separate agreements with payment intermediaries.
- 6.11. The Client will gain access to the Application after paying the Remuneration. The payment date is the date of crediting the funds to the Service Provider's bank account.
- 6.12. The amounts of the Service Provider's remuneration are increased by value added tax (VAT).
- 6.13. If the Customer is obliged to reduce the payment to the Service Provider due in accordance with the Agreement, e.g. due to tax liabilities resulting from the location of the Customer's registered office outside the territory of the Republic of Poland, the payment to the Service Provider will be appropriately increased so that the amount actually received by the Service Provider corresponds to the amount due under with the Price List or as agreed by the Parties.
- 6.14. The amount of the rates specified in the Price List or agreed separately by the Parties may be increased by the Service Provider on a quarterly basis by the amount of the increase in the prices of consumer goods and services in the quarter preceding the update of remuneration, in accordance with the data published by the Central Statistical Office of the Republic of Poland . The above rule applies to both Customers based in Poland and those based in another country. The Service Provider will unilaterally adjust the above provision in the event of replacing the above indicators with their equivalents in the future or changing the competent authorities for their calculation.
- 6.15. The updated rates apply to the Customer at the beginning of the next Subscription Period. The Service Provider exercises the above right by including the updated rates in the VAT invoice.

## 7. CONFIGURATION

- 7.1. The Service Provider will perform the Configuration during the Configuration Period. The Service Provider will inform the Customer by e-mail about the Customer Data necessary to perform the Configuration after paying the Configuration Fee. The Customer will promptly provide the Customer Data needed to perform the Configuration.
- 7.2. The customer is obliged to:
  - a. accepting the results of the work no later than within 2 (two) business days from the date of their submission by the Service Provider (by handing over the work, the Parties also understand placing them on a medium to which the Customer has access as part of the Application or otherwise making them available in such a way that The client can get acquainted with the results of the work), or



- b. requests in writing or in the e-mail version under pain of nullity within the above-mentioned deadline for introducing corrections. If the Customer does not request corrections within this period, it is considered that the works have been Accepted without reservations.
- 7.3. If the Acceptance of works takes place by drawing up a written, electronic or in the document form of the Acceptance protocol, the submission of corrections takes place on such a protocol under pain of nullity. The template of the protocol is attached as Appendix 3 to the Regulations. Signing of the Acceptance Protocol by the Parties is not a condition for the Acceptance.
- 7.4. If further corrections are submitted, the Acceptance procedure described above applies. The Customer has the right to submit corrections a maximum of two times, after which the Service Provider performs a unilateral Acceptance, and further actions and changes are made as part of Additional Works.
- 7.5. The parties allow for the possibility of conditional Acceptance. Conditional Acceptance may only take place in the form of a document using the template protocol attached to the Regulations under pain of nullity. The Conditional Acceptance must specify the conditions for the implementation of a given stage, with the proviso that each Party may not agree to the conditions indicated by the other Party, if they extend the execution of the implementation by more than 30 (thirty) days. To complete the completion of a given stage, the Acceptance procedure indicated above is applied accordingly.
- 7.6. In the event that the Customer decides to change the method of execution of a given Module or refuses its Acceptance for the second time or submits comments to the implementation stage or the Module for which Acceptance has already taken place, the Service Provider will provide the Customer with a material and financial offer for the execution of Additional Works. After the Customer accepts the offer and the Additional Work is performed by the Service Provider, the Acceptance procedure described above is repeated.
- 7.7. The acceptance by the Customer is tantamount to a declaration that he has become acquainted with the specific functionalities and that they meet his expectations.
- 7.8. The Customer hereby authorizes the Coordinator to accept the results of the work and perform the Acceptance on its behalf.

## **8. ADDITIONAL WORKS**

- 8.1. The Customer may commission the execution of Additional Works. Additional Work may be, in particular, ordering an Application that includes a set of Modules agreed with or dedicated to the Customer, adding functionality to already existing Modules or placing specific content within the Application (e.g. a contract template sent by the Customer or a price list). The modules included in the scope of the Application dedicated to the Customer are determined by the Parties in the specification.
- 8.2. The Client hereby authorizes the Coordinator to place orders for Additional Works on its behalf.
- 8.3. In the case of an order to perform Additional Works, the Parties will agree:
  - a. scope of work / specification,
  - b. work schedule (if not set - the Service Provider works in accordance with the deadlines set independently) and
  - c. if the Additional Work has not been included in the Price List - separate remuneration. If the remuneration is not determined and does not result from the Price List, and the Parties have not directly agreed on the lack of additional payment for the work - the Service Provider is entitled to remuneration corresponding to the work performed.
- 8.4. An order for Additional Works may be made in any form (also by telephone) and is binding for the Customer from the moment of sending the order to the Service Provider. The contract for the performance of Additional Works is concluded at the moment of express confirmation of the conditions for the performance of work by the Service Provider or at the moment of commencement of work by the Service Provider (e.g. by sending a VAT invoice to the Customer). The earlier date is decisive. Until then, the Service Provider is not bound by the presented offer.
- 8.5. The template of the order for Additional Work, which the Customer may, but does not have to use, is attached as Appendix 2 to the Regulations. In the case of ordering Additional Works, the scope of work, specification, schedule and additional remuneration may be specified in the order already at the stage of concluding the Agreement.
- 8.6. The Service Provider may refuse to accept an order for Additional Work. The dates indicated in the schedule may be postponed by at least the number of days of events for which the Service Provider is not responsible and which prevent or hinder the timely performance of activities without the need to change the schedule.
- 8.7. The parties may specify in the schedule an indicative date for launching the Services. If the date of launching the Services is delayed for reasons not attributable to the Service Provider, this shall not affect the date of commencement of payment of subscription fees in accordance with the Regulations.
- 8.8. In order for the Service Provider to meet the deadline set in the schedule, it is sufficient to provide the Client with the results of the work performed on the last day of the deadline (by transferring the work, the Parties also understand placing



- them on a medium to which the Client has access as part of the Application or otherwise making them available in such a way that the Client can see the results).
- 8.9. The rules set out in point 7.2 – 7.8 apply to the collection of Additional Works.
  - 8.10. Remuneration for Additional Work is payable in advance unless the Parties expressly agree otherwise. Due to the nature of the commissioned Additional Works (e.g. current, urgent needs of the Customer), the Service Provider may decide to settle after commencement of the works or their completion. The remuneration is paid by the Client within 7 days of receipt of the invoice. The parties may agree in documentary form (under pain of nullity) dedicated settlement rules, e.g. payment in parts. In the remaining scope, the settlement rules described in the Regulations apply. In the event of a delay in payment, the Service Provider may suspend the performance of the Agreement (without consequences) until the remuneration is paid, and the work schedule in this case is appropriately postponed.
  - 8.11. In the case of ordering Additional Works as part of the first order, subscription fees are calculated in accordance with point 6.6 of the Regulations. Commissioning Additional Works during the term of the Agreement does not affect the obligation to pay subscription fees, and if the execution of Additional Works involves an increase in these fees - they are charged in the updated amount after the completion of Additional Works or after 30 days from the date of ordering them (in this case the remuneration is calculated assuming the parameters of the Service and the number of Accounts in accordance with the content of the received order). The earlier date is decisive. The parties may agree on a different start date for charging the updated Subscription Fees.
  - 8.12. Reports regarding problems with the functioning of the Application in terms of a set of Modules created/dedicated to the Customer may be reported by the Customer as part of Technical Support without guarantee of specific response times and problem resolution times. Salesbook exercises due diligence to resolve applications as soon as possible. If the Customer purchases a service consisting in extended technical support (Premium / VIP Service Care), reports regarding problems with the functioning of the Application are carried out in accordance with the guarantees described in Appendix No. 4 to the Regulations.

## CHAPTER II - INTELLECTUAL PROPERTY

### 9. CUSTOMER DETAILS

- 9.1. Customer retains ownership of Customer Data. The Service Provider processes them only to the extent necessary to provide the Services, in a manner consistent with the Customer's instructions and the Regulations. The Service Provider is not entitled to process Customer Data for purposes other than those resulting from the Regulations.
- 9.2. At the end of the Agreement, the Service Provider is authorized to delete the Customer Data and any data from the Application system, also resulting from the performance of the Services, including Users' data, and to delete the Account, subject to the provisions below.
- 9.3. The Customer accepts that the Services are provided by the Service Provider using Microsoft Azure services or Oracle's cloud (or other cloud agreed by the Parties).
- 9.4. Provisions regarding the principles of operation of Microsoft services, including data processing (including personal data, Customer Data), are set out in the currently applicable provisions for Microsoft Azure services, available at <https://www.microsoft.com/licensing/docs> and which can be changed by Microsoft. Other Microsoft online terms and conditions are available at the following addresses:
  - a. Online Services Terms ("Microsoft Online Services Terms") - updated monthly, available at: <https://www.microsoft.com/pl-pl/licensing/product-licensing/products>.
  - b. Service Level Agreements for Microsoft Online Services (SLA) - updated monthly, available at: <https://www.microsoft.com/pl-pl/licensing/product-licensing/products>.
  - c. Microsoft Trademark Guidelines - <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks>.
- 9.5. If the Parties determine that the Services are provided by the Service Provider using Oracle services, the provisions regarding the principles of operation of Oracle's cloud computing services, including data processing (including personal data, Customer Data), are specified in the currently applicable Oracle provisions, available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html> and for the following areas:
  - a. SLA: <https://www.oracle.com/pl/cloud/sla/>;
  - b. privacy: <https://www.oracle.com/legal/privacy/> and <https://www.oracle.com/a/ocom/docs/corporate/bcr-privacy-code-051719.pdf>;
  - c. security: <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>, and which can be changed by Oracle.
- 9.6. With regard to the Application, the Service Provider undertakes to enable the Customer to copy Customer Data at his request within 30 days from the date of expiry of the Agreement or termination of the Customer's use of the Services,



subject to the exceptions indicated in the entrustment agreement, but no later than in which, in accordance with the provisions of the documentation of the cloud service provider (Microsoft Azure, Oracle cloud, other cloud selected by the Parties), the Customer's data will be deleted by the cloud provider. The Customer accepts that the Services are Provided by the Service Provider using cloud services of an external provider. Permanent removal of Customer Data from the cloud will take place in accordance with the documentation of the given provider.

## 10. CUSTOMER INTELLECTUAL PROPERTY

- 10.1. The Customer guarantees that the Customer Data does not infringe the law, the rights of third parties protected by law, or the intellectual property rights of third parties.
- 10.2. In order to perform the Configuration and provide the Services correctly, the Customer grants the Service Provider, for the duration of the Agreement, a free, territorially unlimited license with the right of sub-license to the Customer's Data (in particular copyrights, trademarks and industrial designs), in the following fields of use:
  - a. reproduction by recording Customer Data on any data carriers;
  - b. entering into computer memory, databases, multimedia networks or any computer networks (in particular the Internet);
  - c. through the User or persons authorized by the Customer, performing, displaying, displaying, reproducing, broadcasting and re-broadcasting, as well as making Customer Data publicly available in such a way that persons selected by the Customer or User can access them at a place and time of their choice;
  - d. the right to make changes to the Customer Data, in particular the right to digitally process, adapt and modify the content of the Customer Data (processing) and the right to allow such changes to be made by the Service Provider's subcontractors;
  - e. change the method of recording Customer Data and presenting it in any way deemed appropriate by the Service Provider.
- 10.3. The Customer each time represents and warrants that:
  - a. has exclusive, unrestricted proprietary copyrights and related rights to the Customer's Data, to the extent entitling it to grant a license and guarantees that during the term of the Agreement it will not lose or limit its rights, nor will it encumber them in any way or has licenses and consent to the use of these intellectual property rights for the duration of the Services and for their proper provision from the entity authorized to grant such licenses;
  - b. The Customer's data may be made available to the public by the User or persons authorized by the Customer without infringing the proprietary and personal copyrights and personal rights of the creators, as well as related rights or any other rights of third parties;
  - c. releases the Service Provider from liability for any claims regarding Customer Data from persons entitled under copyright or any other rights that may assert their rights in connection with the performance of the Agreement by the Service Provider and undertakes to fully satisfy them and cover the full costs incurred in this respect by service provider.
- 10.4. In the event of a third party making a claim regarding the Customer Data, the Service Provider shall immediately present it to the Customer, who undertakes to immediately contact the third party and take the necessary actions to resolve the dispute or satisfy the claims of the third party. If, due to the Customer's lack of action, the Service Provider will be forced to satisfy the claims of a third party or repair the damage caused to it, then the Service Provider will direct an appropriate recourse claim against the Customer, who will be obliged to satisfy it.
- 10.5. The Service Provider is not responsible for the Customer providing faulty or incorrect Customer Data and any other information, content, data and their impact on the performance of the Agreement and Configuration.
- 10.6. The Customer agrees to create test User profiles in the Instance, to which the Service Provider will have access. The Service Provider undertakes to use test profiles only for the purposes of Technical Support.
- 10.7. The Customer agrees to the use of the Customer's trademarks by the Service Provider and to the Service Provider referring to cooperation with the Customer in press materials for the purpose of advertising and promoting the Application or Services, without territorial and time limitations.
- 10.8. The Customer allows the Service Provider to prepare derivative works (studies) and to exercise derivative copyrights to works prepared with the use of Customer Data and transfers the right to decide on marking such works. The above does not apply to price lists, commercial presentations and similar materials of the Customer, provided for the purposes of the "customer-specific" Application Configuration.
- 10.9. The provisions of this section of the Regulations shall apply accordingly to the transfer of Customer Data for the purposes of Additional Work.

## 11. PROVIDER INTELLECTUAL PROPERTY

- 11.1. Conclusion of the Agreement is tantamount to granting by the Service Provider to the Client a non-exclusive license to use the Application for the period of concluding the Agreement in the scope of Remuneration. The territorial scope of the license is determined by the Parties at the stage of concluding the Agreement, and the license is limited to the number of Users indicated in the order by the Customer. The license is granted in the following fields of exploitation:
- multiplication of the Application in the memory of the end device;
  - using the Application in accordance with its intended purpose (including, depending on the Service selected by the Customer, its installation on the end device, storing it in the memory of the end device and displaying the Application on the screen of the end device).
- 11.2. Granting a license entitles the User to use the Application only with the use of functions made available by the Service Provider for standard use of the Application, excluding in particular decompilation or dissemination of the Application to the extent that goes beyond the legitimate and intended use of the Application.
- 11.3. The Service Provider reserves all rights to the Application not expressly granted to the Customer under the Agreement. The license does not allow the Customer in particular to:
- reproducing, disseminating, renting, selling and any other way of direct and indirect redistribution of the Application, both paid and free of charge, bypassing the Service Provider,
  - modifying, reverse engineering or otherwise interfering with the Software of the Application,
  - using and developing intellectual property belonging to the Service Provider to create its own products and services,
  - using intellectual property belonging to the Service Provider for an unlawful purpose or to the disadvantage of the Service Provider.
- 11.4. Any behavior that meets the above-mentioned conditions will be treated as a breach of the Agreement, which gives the right to terminate the Agreement with immediate effect.
- 11.5. The Customer is not entitled to proprietary copyrights arising in the course of work related to the Application, including the use of Customer Data, and in particular during implementation, Configuration, Additional Work or other activities related to improvements, modifications or further development of the Application. The Parties may agree otherwise in writing under pain of nullity in the scope of dedicated solutions prepared individually for the Customer.

## CHAPTER III - LIABILITY OF THE PARTIES

### 12. REPORTING INFRINGEMENTS AND COMPLAINTS

- 12.1. The Customer who notices data of an unlawful nature, in particular infringing intellectual property rights, and contained in the Application system, should immediately inform the Service Provider about this fact to the e-mail address [help@salesbook.com](mailto:help@salesbook.com). If the Service Provider obtains reliable information about the unlawful nature of the data or related activities, the Service Provider will immediately prevent access to this data, and will notify the Customer who has placed this data in the Application system of the intention to prevent access to it.
- 12.2. In such cases, the Service Provider is not liable to the Customer for any damage resulting from preventing access to such data.
- 12.3. The Customer has the right to submit objections in the form of a complaint to the use of the Application or its functioning and to the Services provided. The complaint should come from the Customer Coordinator and contain at least data enabling identification of the Customer (name, surname or name, mailing address, optionally telephone number) with an indication of justified reservations and comments to the Application or Services, the period complained about, together with the circumstances justifying the complaint. Complaints are accepted electronically via the e-mail address [help@salesbook.com](mailto:help@salesbook.com). If the complaint needs to be supplemented, the Service Provider will ask the complainant to clarify.
- 12.4. The Service Provider will respond to the complaint within 14 (fourteen) days from the date of receipt of the Customer's complete complaint notification. The Customer Coordinator will receive a response to the address from which the complaint was sent or to the address provided in the complaint notification. The Service Provider reserves the right to extend the deadline for considering the complaint in justified cases.
- 12.5. The date of receipt of the complaint shall be the date of receipt by the Service Provider of the notification in electronic form.
- 12.6. Before taking any legal steps by the Customer in connection with the complaint, the Customer will try to clarify any discrepancies in the first place through the complaint procedure.



### 13. CUSTOMER RESPONSIBILITY

- 13.1. The Customer is responsible for the User's actions that result from the functioning of his Account. The Customer is responsible for all data and materials added, distributed or sent by the Customer or User in connection with the use of the Application, as well as for the consequences of such actions. The Service Provider's activities in the field of Customer Data placed in the Application do not include verification of their legality. The Service Provider's activities are primarily of a technical nature.
- 13.2. Any claims of third parties related to the use of the Application by the Customer or the User, in particular related to the content posted and processed by the Customer, shall be charged to the Customer, who at the same time undertakes to release the Service Provider from any liability in this respect.
- 13.3. The Service Provider is not liable for damages related to:
- actions or omissions of the Client, User or a third party to whom the Client or User gave access to the Application, in particular those violating the provisions of the Regulations;
  - lack of access to the Application resulting from reasons attributable to the Customer, User or a third party to whom the Customer or User allowed access to the Application;
  - providing by the Customer or User the login or password to his Account to third parties;
  - the action of malicious software (malware) unlawfully introduced by the Customer, User or a third party to whom the Customer or User allowed access to the Application.

### 14. SERVICE PROVIDER'S LIABILITY

- 14.1. The Service Provider provides the ICT infrastructure and ensures its efficient technical functioning, and in this respect is responsible for the Application and the Service.
- 14.2. Technical breaks in access to the Application are possible due to the need to carry out maintenance or modernization works. The Service Provider is not liable to the Customer for any events resulting from this. The Service Provider undertakes to inform the Customer about the planned technical break not less than 48 hours before the date on which the planned technical break is to take place, with the proviso that the technical break will not take place during Business Hours on Business Days.
- 14.3. The Service Provider is not responsible for the manner of using the Application, and in particular for the Customer's commercial success or lack of it. The application is intended solely to technically facilitate the preparation of a commercial offer by the Customer for recipients of his products or services. The Service Provider is not responsible, in particular, for calculations, simulations, offers and contracts prepared via the Application, including their accuracy, correctness and compliance with current law and the Customer's assumptions and patterns. The Customer should each time check and confirm the accuracy, correctness and compliance (with the current law as well as the Customer's assumptions and formulas) of calculations, calculators, offers, contracts, price lists and other solutions of the Application before using them as part of its business.
- 14.4. In the case of the Service Provider's liability, it is limited to the amount of remuneration for specific Services in connection with which the liability arose, actually paid by the Customer.
- 14.5. In the case of services of a continuous nature, to determine the liability of the Service Provider in accordance with the above limit, the remuneration actually paid in the month preceding the occurrence of the event for which the Service Provider is responsible, and if in the month preceding the Client did not pay the remuneration, the last month in which it took place is assumed. In the case of fees paid in advance for a specific period of provision of the Services, the amount actually paid by the Customer divided by the number of full months of providing the Services for which the fee has been paid is used to determine the Service Provider's liability in accordance with the limit.
- 14.6. The total limit of the Service Provider's liability for damages that occurred in a given calendar year is the sum of remuneration paid by the Customer for the last 3 months of the provision of services or for the period of the actual duration of the Agreement, if it is shorter than 3 months. In the case of fees paid in advance for a specific period of Services, the total annual limit is three times the amount actually paid by the Customer, divided by the number of full months of Services for which the fee was paid.
- 14.7. The Service Provider's liability for lost profits is excluded.
- 14.8. The Service Provider is liable to the Customer only for damage caused to the Customer intentionally.
- 14.9. This paragraph comprehensively regulates the rules of the Service Provider's liability, and the Parties exclude other code regulations in this regard, including those regarding warranty.



## 15. HIGHER POWER

The Parties shall not be liable for delay, non-performance or improper performance of the Agreement when it is related to an event beyond the control of the Parties, i.e. an event constituting Force Majeure, with the proviso that such an event does not release the Customer from the obligation to pay the Remuneration for the Services provided.

## 16. SUSPENSION OF ACCESS TO THE SERVICES

- 16.1. If the Customer fails to pay the Remuneration despite at least a 14-day delay in payment, the Service Provider is entitled, without additional request to the Customer to pay the amount due, to suspend the Services, including blocking access to the Application, with the possibility of making them available again if the amount due is settled.
- 16.2. Regardless of the right provided for above, in a situation where the Customer is late with the payment of the Remuneration, the Service Provider - from the first day after the deadline for making the payment - may display in the Application a message visible to all Users, which will inform about the delay in payment of the Remuneration and the number of days remaining until the authorization referred to above is updated.
- 16.3. The Service Provider is entitled to remuneration for the suspension period for being ready to provide the Services.
- 16.4. The Service Provider may terminate the Agreement with immediate effect in any case of suspension of access to the Services for more than 14 days.

## CHAPTER IV - OTHER PROVISIONS

### 17. CONFIDENTIAL INFORMATION

- 17.1. Both the Service Provider and the Customer will treat as strictly confidential all data, information and documents concerning the business or professional activity of the other Party and related to its marketing, promotional and commercial plans, obtained directly and indirectly during the implementation of Agreements concluded on the basis of for these Regulations, and in particular any technical and commercial data of the Website or its affiliates and their clients (so-called Confidential Information). Each Party undertakes not to disclose Confidential Information to any third party without obtaining the prior express consent of the other Party.
- 17.2. The obligation to maintain and protect confidentiality applies regardless of whether the Confidential Information was provided orally, in writing or in any other form or form.
- 17.3. Confidential Information may only be accessed by persons who need such information in order to properly implement the objectives of the Agreement and who have been informed about the confidential nature of the information and about the obligations arising from these Regulations.
- 17.4. The confidentiality obligation referred to applies to the duration of the Agreement, as well as the period of 3 (three) years from the date of its expiry as a result of termination, termination or due to the expiry of the period for which it was concluded, which does not exclude the Customer's obligation not to use the Service Provider's business secrets also after this period (if they are still in their possession).
- 17.5. The Parties shall ensure compliance with the above confidentiality obligation by all persons representing them and third parties related to them in any way, who could become acquainted with the Confidential Information thanks to this website.
- 17.6. If the Service Provider provides the necessary know-how under the Agreement and enables its use by the Customer, this is done on the basis of a license (know-how license) granted only for the purpose of using the Application in accordance with its intended purpose and only in cooperation with the Service Provider (and by this period). This includes all technical, technological, organizational, financial, commercial information regarding the customer / contractor base or other information of economic value.

### 18. INFORMATION ACTIVITIES

- 18.1. As part of the remuneration described in the Agreement, the Customer grants the Service Provider consent to the use of information about cooperation with the Customer for the purpose of marketing the Service Provider's products and services, including the use of trademarks or other indications of the Customer for this purpose (authorization / license to the extent necessary justified by the above-mentioned purpose ). The Service Provider will be entitled to undertake information and marketing activities, such as a "case study" regarding the implementation of the Agreement, including the operation of the Application at the Customer's. The Client may participate in activities agreed by the Parties (e.g. interview).



- 18.2. The Service Provider may provide information about cooperation with the Customer, in particular as part of such activities as: (i) internet marketing, (ii) event marketing; (iii) advertising activities using the mass media or (iv) targeted at a specific customer, including information contained in leaflets, offer catalogs, etc.
- 18.3. The Service Provider declares that its activities will be carried out in accordance with appropriate standards and will make every effort to ensure that the Customer's trademarks or designations are used in a positive context for the Customer's image.
- 18.4. The provisions of this paragraph are valid for the duration of the Agreement. After this period, they become an agreement concluded for an indefinite period with a month's notice (in writing under pain of nullity), effective at the end of the month.

## 19. CHANGE OF THE REGULATIONS

- 19.1. The Service Provider reserves the right to make changes to these Regulations and its attachments. The changes come into force after 14 (fourteen) days from their publication on the Service Provider's website or from the date they are made available to the Customer. Salesbook may determine a later date of entry into force of specific changes, which will inform the Customer. The Customer has the right to terminate the Agreement within this period, and in such a case the Agreement in its current wording shall be terminated upon the expiry of the notice period. Amendments to the Regulations and possible termination remain irrelevant to the Agreements concluded by the Customer and the Service Provider in the scope of: (a) implementation of the Application including a set of modules agreed with the Customer or dedicated to him; (b) configure; (c) completed Additional Works.
- 19.2. In each case, the amended Regulations apply to the Customer and its provisions apply to the Agreement at the latest with the beginning of the next Subscription Period.
- 19.3. The Regulations may be changed in particular in the event of one of the following reasons:
  - a. a change in the law regulating the benefits covered by the Agreement, including those affecting the mutual rights and obligations set out in the Agreement, or a change in the interpretation of the above legal provisions as a result of court rulings, decisions, recommendations or recommendations of competent offices or bodies in a given scope;
  - b. change in the way the Services are provided due to technical, economic or technological reasons, including the development of the Application;
  - c. changing the scope or provision of Services to which the provisions of the Regulations apply, by introducing new ones, modifying or withdrawing existing functionalities or Services by the Service Provider.
- 19.4. The Service Provider is entitled to make changes to the Price List, about which he will inform the Customer in accordance with the rules described above. The new Price List applies to the Customer at the beginning of the next Subscription Period, subject to section 19.6. below. Changes in the Price List may result, in particular, from the improvement of the Services, an increase in costs or an increase in the remuneration of specialists on the IT services market.
- 19.5. The changes do not affect any orders or payments made by the Customer prior to the effective date of such changes.
- 19.6. The Service Provider may update the Price List at any time in the event of price changes made by entities providing cloud infrastructure for the purposes of the Application (e.g. a change in the Microsoft or Oracle price list). In this case, the Customer will be informed about the price update no later than 7 days before the date of entry into force of the changed rate. The changed prices come into force each time not later than on the day of their introduction by the cloud infrastructure provider.
- 19.7. The Service Provider will inform the Customer Coordinator about changes to the Regulations and the Price List via e-mail.

## 20. FINAL PROVISIONS

- 20.1. The Customer undertakes to inform the persons whose data it provides to the Service Provider, including the Customer Coordinator, about the content of the information clause available online at: in Polish: <https://www.salesbook.com/pl/rodo/> in English: <https://www.salesbook.com/gdpr/> ( before making the data available ) and about its possible updates. At the request of the Service Provider, the Customer will provide proof of compliance with this obligation. The customer will ensure that, if necessary (e.g. due to the employee's nationality), the provision of the GDPR information clause includes a language version that is understandable to the recipient. The customer, who is a natural person, declares that before providing Salesbook with his personal data, he has read the information clause published under the above-mentioned web address.
- 20.2. If any provision of the Regulations is considered invalid, unlawful or unenforceable, this shall not affect the validity of the remaining part of the Regulations.
- 20.3. The law applicable to the Agreement is Polish law. To the extent that it is allowed, the application of international law and foreign law is expressly excluded. In the event that international or foreign law were to apply to the Agreement in an





- absolute manner, the Customer is obliged to inform the Service Provider of this fact. In the event of failure to inform, the Service Provider has the right to terminate the Agreement with immediate effect.
- 20.4. The Customer may not, without the consent of the Service Provider, transfer any receivables related to the Agreement to a third party or set off any of its receivables with the receivables of the Service Provider related to the Agreement. Consent must be given in writing under pain of nullity.
- 20.5. Customer agrees to comply with all applicable laws and regulations regarding the import/export of content, services or equipment. The Customer agrees not to transfer content, services or equipment related to the Agreement to persons from countries that support terrorism, as determined by European authorities, Great Britain or the United States of America. Customer also represents and warrants that it is not under the control of, and is not a national or resident of, such country.
- 20.6. Any disputes arising from the implementation of the provisions of these Regulations, the parties will endeavor to settle amicably. In the absence of an agreement, disputes will be considered by the common court competent for the registered office of the Service Provider. If the Customer is based outside the territory of the Republic of Poland, the Parties hereby agree that matters arising from or in connection with the Agreement are always subject to the jurisdiction of Polish courts.
- 20.7. If the Agreement has been concluded in two or more language versions or has been translated into any language other than Polish, the text in Polish shall prevail (including in terms of the meaning of certain terms used in the Agreement).

*Archived versions of the terms and conditions available via [help@salesbook.com](mailto:help@salesbook.com). Click [here](#) to download the Terms and Conditions in PDF version.*

#### **LIST OF ATTACHMENTS**

1. Order template
2. Additional work order template
3. Sample of the acceptance report
4. Service Care
5. Data entrustment agreement
6. Price list (provided at the stage of concluding the Agreement)

