

Terms of Service for Thulium Communication Application

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Terms of Service for Thulium Communication Application ¹

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Chapter I General Provisions⁶² § 1 General Provisions⁶³

1. These Terms of Service set out the conditions for the provision of the Thulium Communication Application service (hereinafter referred to as the Service) by Thulium sp. z o.o.⁶⁴ with its registered office in Kraków 31-827, os. Złotej Jesieni 7, entered into the Register of Entrepreneurs of the National Court Register by the XI Commercial Division of the National Court Register of the District Court for Kraków-Śródmieście in Kraków under number 0000409650, with a share capital of

PLN 64,500 paid in full⁶⁵. NIP: 6783144527, REGON: 122496015, hereinafter referred to as the "Service Provider"⁶⁶.

2. Copyrights associated with the Thulium System are protected in accordance with the Act on Copyright and Related Rights of 4 February 1994⁶⁷ (Journal of Laws of 1994, No. 24, Item 83, as amended) – hereinafter referred to as the "Act"⁶⁸.
3. The Service is provided exclusively to entrepreneurs, including entrepreneurs running a sole proprietorship, but only if the use of the application is directly related to their business activity and has a professional nature for them⁶⁹.

Chapter II Definitions⁷⁰ § 2 Definitions⁷¹

The terms used in these Terms of Service mean:⁷²

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1. **Subscriber** a natural person running a business, only if the use of the services is directly related to their business activity and has a professional nature for them, a legal person, an organizational unit without legal personality, or any other entity that uses the electronically provided Thulium Communication Application Service in any way⁷³.
2. **API** application programming interface enabling the Subscriber to use the Service to the extent permitted by the Service Provider, using external tools⁷⁴.
3. **Customer Service Office (BOK)** the Service Provider's department providing support to the Subscriber in the scope of concluding and terminating the Agreement, payments, and reporting technical irregularities in the operation of the Thulium System⁷⁵. Contact with the Customer Service Office is possible via email: serwis@thulium.pl and by phone: 12 397 53 01. Correspondence address: Thulium sp. z o.o. Os. Złotej Jesieni 7, 31-827 Kraków⁷⁶.⁷⁷
4. **Price List** a document specifying the amount of the Subscription Fee for the available Packages⁷⁸. The Price List is an integral part of these Terms of Service and may be updated on the terms specified therein⁷⁹. The current Price List is available at <http://thulium.pl/cennik>⁸⁰.
5. **Personal Data** – Data referred to in art. 4 point 1) of the Regulation⁸¹.
6. **Thulium System Documentation** – means the documentation of the Thulium System available online at support.thulium.pl⁸².

7. **Service Hours** business days from Monday to Friday from 8:00 AM to 4:00 PM, during which customer service is provided to Subscribers by the Customer Service Office, unless the Parties have explicitly agreed on other time frames for the support provided⁸³.
8. – repealed⁸⁴
9. **Maximum Simultaneous Connections** specified in the SLA or individual agreement, the maximum number of simultaneously conducted telephone calls (incoming and outgoing) available to the Subscriber's Users⁸⁵.
10. **Number of Licenses** agreed between the Subscriber and the Service Provider, the maximum number of Users on the Subscriber's side who can simultaneously use the Thulium System⁸⁶.
11. **Server Name** the initial part of the address chosen by the Subscriber, under which the Thulium System is available to them⁸⁷.
12. **Subscription Period** the period for which the Subscription Fee is settled, commencing on the first and ending on the last day of the calendar month⁸⁸. The first Subscription Period begins on the first day after the end of the Test Period⁸⁹.
13. **Test Period** a trial period during which the Subscriber can use the Thulium System without incurring Subscription Fees⁹⁰.
14. **Payment Operator** PayU Spółka Akcyjna with its registered office in Poznań 60-166, ul. Grunwaldzka 182, KRS number 0000274399⁹¹.
15. **Speech Generation Service Provider** - Amazon Web Services, Inc., P.O. Box 81226, Seattle, WA 98108-1226⁹².
16. **Subscription Fee (Subscription)** - a recurring fee, charged to the Subscriber in accordance with the current Price List or⁹³ an individual agreement, for ensuring access to the Service provided by the Service Provider⁹⁴.
17. **Software, Thulium Software** means the computer software Interface enabling the Subscriber to use the Service under the terms specified in the Agreement⁹⁵. The Software includes binary programs, scripts, and voice recordings delivered with the Thulium System⁹⁶.
18. **Package** specified in the Price List, a set of available modules, functions, and other parameters of the Service that the Subscriber can choose⁹⁷.
19. **Paid Add-ons** - additional paid functions and services specified in the Price List⁹⁸.
20. **Terms of Service** this document defining the rights and obligations of the Parties related to the provision of the Service by the Service Provider⁹⁹.

21. **Regulation** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016¹⁰⁰ 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 (OJ EU L No. 119 p. 1)¹⁰¹.
22. **SLA** Standard Service Level Agreement for entrepreneurs, including the Service Provider's declarations regarding the guaranteed level of quality of the Service¹⁰².
The SLA constitutes Appendix No. 3 to these Terms of Service¹⁰³.
23. **Parties** the Service Provider and the Subscriber¹⁰⁴.
24. **Thulium System** the Service Provider's ICT system, used for the Subscriber's electronic communication with their clients, through which the Service is provided¹⁰⁵. The Thulium System consists of the Software and the IT infrastructure used by the Service Provider¹⁰⁶. The Thulium System is available to the Subscriber electronically (Internet network) at: [https://\[Server Name\].thulium.com/](https://[Server Name].thulium.com/)¹⁰⁷.
25. **Thulium Agent, Thulium Agent software** computer software made available for download by the Service Provider, the installation of which on the Subscriber's devices enables the use of some functions of the Thulium system¹⁰⁸.
26. **Virtual Token** - a virtual payment card identifier generated by the Payment Operator and transferred to the Service Provider¹⁰⁹.
27. **Content** any information, regardless of its form (correspondence, graphics, recording, etc.), which, in connection with¹¹⁰ the Subscriber's use of the Thulium System, is transferred to the Cloud Service¹¹¹.
28. **Agreement** a document defining the rights and obligations of the Parties in a comprehensive manner¹¹²; the Agreement should be understood as the Terms of Service or an individually agreed contract, if such has been concluded by the Parties, together with the Terms of Service¹¹³.
29. **Cloud Service** a service providing computing power or data storage space, implemented, for example, in the form of database systems, virtual servers, virtual drives used for storing and processing data¹¹⁴.
30. **User** a natural person with full legal capacity, to whom the Subscriber has granted access to the Thulium System in connection with the Number of Licenses granted by the Service Provider¹¹⁵.
31. **Owner** a natural person with full legal capacity, who has the status of a User possessing the powers indicated in the Terms of Service, including submitting and

accepting declarations of will on behalf of the Subscriber concerning the Services provided by the Service Provider¹¹⁶.

Chapter III Material Terms of Service Provision¹¹⁷ § 3 Types and Scope of Services Provided¹¹⁸

1. By virtue of the concluded Agreement and the Subscriber's acceptance of the Terms of Service, the Service Provider undertakes to provide the following services to the Subscriber:¹¹⁹

- a. access to the Thulium System within the scope specified by the selected Package or individual agreement¹²⁰,

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- b. services consisting in making available space for storing data related to the Thulium System in the dimension specified in the selected Package or Agreement on the terms specified in § 14¹²¹¹²¹¹²¹¹²¹,

- c. support of the Customer Service Office carried out during Service Hours¹²²¹²²¹²²¹²²,

- d. access to the Thulium System using the API¹²³.

2. The Service Provider undertakes to grant the Subscriber, exclusively for the purposes of the operation of the Thulium System and the use of the Service, a license to use the software described in §10 to the extent and in the fields of exploitation indicated in the Terms of Service¹²⁴.

3. The detailed scope of the Services provided by the Service Provider to the Subscriber results from the Package selected by the Subscriber or an individual agreement¹²⁵.

- a. In the event the Service Provider publishes new Packages in the Price List, the Subscriber has the option to use the existing Package under the existing terms¹²⁶.

- b. The Service Provider has the right to change the Subscriber's Package, which may be associated with a change in the price of the Service provided, in order to adjust their Package to the currently applicable one¹²⁷. Such a change must be communicated to the Subscriber with 30 days' notice and is treated as an amendment to the Terms of Service described in §17¹²⁸.

- c. In the event of a change of the Package, the Subscriber has the right to terminate the Agreement within 30 days from the moment of receiving

information about this change¹²⁹. In such a case, the termination of the Agreement takes effect at the end of the Subscription Period in which the Service Provider received the objection¹³⁰.

- d. If the Subscriber does not terminate the agreement in the manner specified in item "c", it is deemed that they have consented to the change of the Package¹³¹.
- e. Clients who concluded an agreement before 01/03/2021 use the "Legacy" Package, the description of which can be found at

<https://thulium.com/pl/legacy>¹³².

4. The Service Provider reserves the right to change the functionality of the Thulium System by expanding it with new functions and conveniences for Subscribers, as well as, in cases justified by legal, technological, or business requirements, by removing certain functions¹³³.
5. The Services may not be used in solutions or devices (including logistics or distribution) on which human life, health, or safety depend as a critical element whose non-operation, failure, or decrease in efficiency level carries a potential risk of death, bodily injury, health impairment, or any other personal injury¹³⁴.
6. The Thulium System may contain a mechanism detecting the use of the Thulium System in violation of the Terms of Service¹³⁵.
7. The Service Provider declares that it holds all property rights or licenses to the Software necessary to provide the Service¹³⁶.
8. The Agreement does not transfer proprietary copyrights to the Software and other documents transferred or made available to the Subscriber in connection with the performance of the Agreement, nor does it oblige the Service Provider to such dispositions in the future¹³⁷.
9. When providing the Services resulting from the Agreement, the Service Provider may cooperate with third parties, in particular entrusting the performance of the Services or some of the Services to third parties, to which the Subscriber consents¹³⁸.
10. As part of the Service, the Service Provider undertakes to ensure, with professional diligence:¹³⁹
 - a. undisturbed access of the Subscriber to the Service and all its functionalities throughout the entire term of the Agreement (subject to the provisions of the SLA regarding Service Failures and the rules for their removal)¹⁴⁰,
 - b. appropriate recording, storage, and security of data collected and processed through the Service, in particular their completeness, integrity, and minimization of the risk of interference by third parties in the stored data¹⁴¹,

- c. securing data collected and processed through the Service against their unauthorized disclosure by the Subscriber¹⁴²,
 - d. the Subscriber's access to data collected and stored through the Service and the possibility of their effective transfer by the Subscriber to another server or medium up to 14 days after the termination of the Service provision¹⁴³¹⁴³¹⁴³¹⁴³,
 - e. in the case of processing personal data in connection with the use of the Service, the application of procedures for processing and securing personal data provided for by the relevant provisions regarding the entity processing data entrusted by the administrator¹⁴⁴¹⁴⁴¹⁴⁴¹⁴⁴.
11. An element of the Services provided by the Service Provider are Interpersonal Communication Services Not Using Numbers, within the meaning of the provisions of the Electronic Communication Law, in the scope of using the chat functionality made available in the Thulium System¹⁴⁵. The rules and conditions for providing the above-mentioned Electronic Communication Services are specified in these Terms of Service¹⁴⁶.

§ 4 Conclusion of the Agreement¹⁴⁷

1. The conclusion of the Agreement between the Service Provider and the Subscriber takes place at the moment of registration carried out by the Subscriber, acting through the Owner, on the thulium.com website¹⁴⁸.
2. By registering, the Subscriber declares that:¹⁴⁹
 - the data entered in the form are true¹⁵⁰,
 - they are an entrepreneur and the registration and use of the Services are directly related to their business activity and have a professional nature for them, and they accept the conditions for the provision of the Service specified in the Terms of Service¹⁵¹,
 - they have read the information about the specific risks associated with the use of the service provided electronically and the function and purpose of the software contained in the Thulium System Documentation¹⁵².
3. The Parties agree that the provisions of art. 66[1] §1-3 of the Civil Code Act do not apply¹⁵³.
4. For registration, the Subscriber fills out the form on the Service Provider's website, in which they enter in the appropriate fields:¹⁵⁴
 - a. the full name of the Subscriber¹⁵⁵,

- b. the exact address of the Subscriber's registered office¹⁵⁶,
 - c. the Subscriber's NIP (Tax Identification Number)¹⁵⁷,
 - d. the Owner's first and last name¹⁵⁸,
 - e. the Owner's phone number¹⁵⁹,
 - f. the Owner's e-mail¹⁶⁰.
5. The Service Provider reserves the right to verify the data referred to in section 4¹⁶¹, in particular consisting of contacting the Service Provider's representative with the person authorized to represent the Subscriber and checking information in publicly available registers¹⁶². In the event of a negative verification result, the Service Provider may terminate the Agreement with immediate effect by sending a relevant statement to the e-mail address provided during registration¹⁶³. In such a case, the Subscriber is obliged to settle the payment for the period in which they used the Services provided by the Service Provider, proportional to the time when the Agreement was in force, if the termination occurred after the end of the Test Period¹⁶⁴.
6. The person registering, by registering the Subscriber, declares that they are authorized to represent the Subscriber to the extent necessary to conclude the Agreement and have the powers of the Owner referred to in the Terms of Service, with the right to grant Owner powers to other Users¹⁶⁵.
7. The first day of Service provision to the Subscriber falls on the day the Agreement was concluded¹⁶⁶.
8. The Test Period begins on the day the Agreement is concluded and lasts for 14 days, provided that at the request of the Subscriber, the Service Provider may consent to its extension¹⁶⁷. In such a case, the Parties agree on a new end date for the Test Period¹⁶⁸.

§ 4a Powers of the Owner¹⁶⁹

1. The Owner has the power to represent the Subscriber in the scope of:¹⁷⁰
- a. concluding the Agreement (§ 4 of the Terms of Service)¹⁷¹,
 - b. extending the Test Period (§ 4 section 8 of the Terms of Service)¹⁷²,
 - c. changing the Package or the Number of Licenses (§ 6 section 5 of the Terms of Service)¹⁷³,

- d. terminating the Agreement and accepting the statement of termination submitted by the Service Provider (§ 7 section 2 of the Terms of Service)¹⁷⁴¹⁷⁴¹⁷⁴¹⁷⁴,
 - e. implementing the assignment of rights and obligations regarding the Agreement (§ 16 section 6 of the Terms of Service)¹⁷⁵¹⁷⁵¹⁷⁵¹⁷⁵,
 - f. changing the scope of Services, including Paid Add-ons (§11 section 2, § 14 section 3 of the Terms of Service)¹⁷⁶¹⁷⁶¹⁷⁶¹⁷⁶,
 - g. conducting communication with the Owner regarding the amendment of the Terms of Service (§ 17 of the Terms of Service)¹⁷⁷¹⁷⁷¹⁷⁷¹⁷⁷,
 - h. the obligation to inform about the change of the Subscriber's data (§ 19 of the Terms of Service)¹⁷⁸¹⁷⁸¹⁷⁸¹⁷⁸,
 - i. the data processing entrustment agreement (item 5.7 of Appendix No. 1 to the Terms of Service)¹⁷⁹.
2. The Owner is also entitled to:¹⁸⁰
- a. obtaining information about Subscription Fees and their settlements, including ordering changes in the scope of Service invoicing, as well as connecting or disconnecting the card in order to create Recurring Payments¹⁸¹¹⁸¹¹⁸¹¹⁸¹,
 - b. obtaining detailed information about the Services (statistics, reports)¹⁸²¹⁸²¹⁸²¹⁸²,
 - c. granting and revoking access to the Thulium System for Users, in accordance with the Number of Licenses available in the Package¹⁸³¹⁸³¹⁸³¹⁸³,
 - d. performing integrations available in the Software¹⁸⁴¹⁸⁴¹⁸⁴¹⁸⁴.
3. The Owner is entitled to order or confirm actions in the System that are destructive to its functioning, i.e.:¹⁸⁵
- a. System restart¹⁸⁶,
 - b. system backup creation¹⁸⁷,
 - c. system version update during the day¹⁸⁸,
 - d. System shutdown (data deletion in the System)¹⁸⁹¹⁸⁹¹⁸⁹¹⁸⁹.
4. The Owner is entitled to grant and revoke the Owner status to other Users, provided that if Owner powers are granted to several Users, each of them can act

independently¹⁹⁰; in such a case, actions and statements submitted by the Service Provider to the selected Owner are effective for the Subscriber¹⁹¹.

5. The Service Provider is entitled ex officio to deprive a User of Owner powers if, as a result of verification actions carried out, it turns out that the User is not authorized to represent the Subscriber¹⁹². This does not prejudice the effectiveness of actions previously taken by that User¹⁹³.
6. The Owner is authorized to take other actions not explicitly listed in sections 1-3¹⁹⁴, to the extent that they are significant for the cooperation between the Service Provider and the Subscriber or the Subscriber's use of the Thulium System¹⁹⁵.

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§ 5 Term of the Agreement¹⁹⁶

1. The Subscriber has the option to choose to conclude the Agreement:¹⁹⁷
 - a. For an indefinite period with a one-month notice period effective at the end of the month¹⁹⁸¹⁹⁸¹⁹⁸¹⁹⁸.
 - b. For a period of 12 months, with the proviso that an Agreement concluded in this manner is automatically extended for subsequent 12-month periods after the expiry of the period for which it was concluded, unless the Subscriber informs about its non-extension no later than 30 days before the end of the 12-month period¹⁹⁹¹⁹⁹¹⁹⁹¹⁹⁹.
2. The term of the Agreement affects the price of the service, in accordance with the current Price List²⁰⁰.

§ 6 Principles of Fee Calculation²⁰¹

1. The amount of the Subscription Fee results from the price for the Package specified in the Price List or contained in an individual agreement, multiplied by the Number of Licenses²⁰².
2. The Subscription Fee is charged in advance for individual Subscription Periods²⁰³.
3. The Subscriber should pay the Subscription Fee only via the Payment Operator using a payment card in the manner specified in § 9 of the Terms of Service, unless the Parties expressly agree otherwise, provided that the use of such a payment system may require the Subscriber to conclude separate agreements, including with entities other than the Service Provider²⁰⁴.

- a. Subscribers who started using the Software before 01/03/2021 may use the existing payment methods, however, the Service Provider reserves the right to change the existing payment method described in point ²⁰⁵3 in the future, upon prior notification, in particular by introducing the obligation to pay via the Payment Operator, which will not constitute an amendment to the Agreement ²⁰⁶.
- 4. The Subscription Fee is charged for Subscription Periods starting from the day following the end of the Test Period in the full agreed amount, regardless of which day of the month is the first day of Service provision after the end of the Test Period ²⁰⁷.
- 5. Fees for the Package and Paid Add-ons are settled in full monthly cycles ²⁰⁸.
 - a. Increasing the Number of Licenses or ordering a Paid Add-on on any day of the month results in the calculation of the Subscription Fee from the month following the month in which the increase in the Number of Licenses or the Paid Add-on was ordered, regardless of the activation date of the license ²⁰⁹209209209. Example: The Number of Licenses was increased on November 2, the fee will be charged for December ²¹⁰.
 - b. Decreasing the Number of Licenses or resigning from a Paid Add-on always takes effect from the month following the next full month counting from the day the notification of the decrease in the Number of Licenses or resignation from the Paid Add-on occurred ²¹¹211211211. Example: The notification of the decrease in the Number of Licenses occurs on September 26, the Subscriber is obliged to pay the full fee for October, the fee is lowered starting from November ²¹².
- 6. The Subscriber shall pay the first Subscription Fee on the first day following the day the Test Period ends ²¹³.
- 7. Subject to section 3 lit. a, the Subscription Fee will be charged after the 21st day of the month preceding the Subscription Period to which the Fee relates, but no later than 3 days before the end of that month ²¹⁴. Example: The Subscription Fee for December will be charged between November 22 and 27 ²¹⁵.
- 8. Access to the Service will be automatically blocked, along with the data, if the Subscriber fails to pay the Subscription Fee in full for the first or subsequent Subscription Period ²¹⁶. The block occurs on the day the Subscription Period for which the fee was not paid begins ²¹⁷.
- 9. Access to the Service will be unblocked if, within 14 days from the end date of the last paid Subscription Period, the Service Provider records a payment for the

Subscription for the current Subscription Period²¹⁸. After this time, the system along with the Subscriber's data will be permanently deleted in accordance with §14²¹⁹.

10. In the event of no use of the Service after the Test Period, the Subscriber is not obliged to regulate any fees for the Service provided during the Test Period²²⁰. In such a case, § 7 section 3 and § 14 section 7 of the Terms of Service apply²²¹.

§ 7 Termination of the Agreement²²²

1. Each Party is entitled to terminate the Agreement with one month's notice period effective at the end of the full Subscription Period²²³.
2. The Service Provider submits the termination under pain of nullity by electronic message sent via e-mail to the Owner's address or in writing²²⁴. The Owner submits the termination under pain of nullity by electronic message sent to the address indicated in § 19 section²²⁵ 1 of the Terms of Service or in writing to the Service Provider's address indicated there²²⁶.

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3. Due to the nature of the Service, the Subscriber and the Service Provider agree that in the event of non-payment of the Subscription Fee by the 14th day from the start of the Subscription Period, the Agreement shall be terminated on that day without the need for mutual notification of its termination²²⁷.
4. The Service Provider has the right to immediately cease providing the Service or terminate the Agreement with a given Subscriber with²²⁸ immediate effect, retaining the right to the received Subscription Fee, if:²²⁹
 - a. the Subscriber violates the provisions of the Terms of Service or the law²³⁰,
 - b. the Subscriber uses the Service inconsistently with the specified parameters or applicable law²³¹,
 - c. the Subscriber acts to the detriment of other Subscribers, the Service Provider, or Internet users²³²,
 - d. the Subscriber, contrary to the Terms of Service, makes the Service available to third parties²³³,
 - e. the verification of the data provided by the Subscriber turned out to be negative²³⁴.

§ 8 Invoices for the Service²³⁵

1. The invoice for the Service will be issued automatically within 3 business days after the payment of the Subscription Fee and sent to the Subscriber's e-mail address²³⁶.
2. The Parties agree that invoices will be issued in electronic form, to which the Subscriber hereby consents²³⁷.

§ 9 Payment via the Payment Operator²³⁸

1. The Subscriber should order the Service Provider to cyclically charge the Subscription Fee from the Subscriber's payment card (Recurring Payment)²³⁹. Such a service is implemented via the Payment Operator²⁴⁰.
2. In order to carry out the Recurring Payment, the Subscriber provides the payment card data to the Payment Operator using the appropriate functionality available in the Thulium System and consents to the Payment Operator charging a monetary amount corresponding to the calculated Subscription Fee from the Subscriber's payment card monthly²⁴¹.
3. The Subscriber acknowledges that the Subscriber's payment card data is stored only by the Payment Operator and is not shared with the Service Provider²⁴². The Service Provider only has a Token identifying the Subscriber and allowing the Payment Operator to be instructed to make the charge²⁴³.
4. The fee calculated in accordance with § 6 will be charged before the start of the next Subscription Period within the time limit indicated in § 6 section²⁴⁴ 7 of the Terms of Service²⁴⁵.
5. In order to cancel the Recurring Payment, the Owner should, using the functionality available in the Thulium System, delete the saved payment card data no later than 2 days before the card charging date indicated in § 6 section²⁴⁶ 7 of the Terms of Service²⁴⁷. Cancellation of the Recurring Payment is equivalent to the termination of the Agreement without the need to submit separate declarations of will²⁴⁸; in such a case, the Agreement is terminated in accordance with § 7 section 2 sentence²⁴⁹ 2 of the Terms of Service, provided that the Services are not provided during the Subscription Period for which the Fee was not paid²⁵⁰.

§ 9a Speech Generation Service²⁵¹

1. The Subscriber may use the speech generation mechanism (text to speech) available within specified packages²⁵².
2. The speech generation service is implemented via the Amazon Polly application and on the terms specified by the provider of this service
<https://aws.amazon.com/polly/faqs/>²⁵³.
3. The Service Provider does not charge additional fees for the use of the service²⁵⁴.
4. The service is an experimental service, which means that the Service Provider does not guarantee the correctness of its operation, and also that the Service Provider may at any time limit the use of this service or completely disable it²⁵⁵.

§ 9b Access to AI (Artificial Intelligence) Service²⁵⁶

1. The Service Provider enables the Subscriber to use AI tools from external providers via the AI module available in the Thulium System²⁵⁷.
2. repealed²⁵⁸
3. The service is implemented on the terms specified by external providers²⁵⁹. Use of the service is equivalent to accepting these terms²⁶⁰.
4. The service is an experimental service, which means that the Service Provider does not guarantee the correctness of its operation, and also that the Service Provider may at any time limit the use of this service or completely disable it²⁶¹.
5. The Subscriber bears full responsibility for the manner of using AI and using the information obtained as a result of the interaction, doing so at their own risk, taking into account in particular that:²⁶²
 - a) The Subscriber is obliged to verify the information obtained using AI each time from the perspective of its correctness, usefulness, and truthfulness²⁶³;
 - b) The Subscriber is obliged not to introduce confidential information, personal data, or other legally protected information into AI²⁶⁴;
 - c) The use of information obtained using AI should take place with due caution in connection with the risk of infringement of copyrights and intellectual property rights at the machine learning stage²⁶⁵;

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- d) The use of a given AI functionality may involve the international transfer of personal data²⁶⁶.

Chapter IV License²⁶⁷ § 10 Scope of the License²⁶⁸

1. The Service Provider declares that it holds the necessary copyrights or licenses to the software:²⁶⁹
 - a. Thulium Agent²⁷⁰,
 - b. Application for integration with Auto Team²⁷¹,
 - c. Application for integration with BusyLight²⁷².
2. By virtue of the Agreement, the Service Provider grants the Subscriber, within the scope of the Subscription Fee, within the limits of the Service Provider's rights, only to the extent necessary to use the Service and for the duration of the Agreement, a non-exclusive license to use the software in the following fields of exploitation:²⁷³
 - a. in the scope of permanent or temporary recording and reproduction, in whole or in part, by magnetic or optical recording technique, including placing in computer memory for the purpose of running²⁷⁴:
 - b. use within the conducted business activity²⁷⁵.
3. Subject to the provisions of art. 75 sections 2 and 3 of the Act on Copyright and Related Rights, the Subscriber is not entitled, without obtaining prior, written, and express consent of the Service Provider, to:²⁷⁶
 - a. decompile, change, adapt, translate (including code), adapt, or perform any other modifications to the software²⁷⁷,
 - b. create derivative software²⁷⁸,
 - c. resell, rent, lease, lend, sublicense, or make the software or the possibility of using the software available in any form to third parties, both for a fee and free of charge²⁷⁹,
 - d. distribute or introduce copies of the software into circulation²⁸⁰,
 - e. remove or change information about authorship and trademarks placed in the software or its copies²⁸¹.
4. The license is non-exclusive, non-transferable, which means in particular that the Subscriber cannot transfer their rights resulting from the Agreement to another entity, nor allow another entity, explicitly or implicitly, to use any part of the software, subject to the next sentence²⁸². The Subscriber has the right to grant a sublicense to entities related to the Subscriber capitally or personally within the meaning of art. 283 11a of the Act on corporate income tax and art. 23m of the Act on personal income tax²⁸⁴.

5. The Subscriber is obliged to immediately inform the Service Provider about any claims of third parties reported to the Subscriber due to the infringement of copyrights to the software or about events justifying the threat of reporting such claims against the Service Provider or the Subscriber²⁸⁵.
6. The Subscriber is obliged to notify third parties, including employees and entities that, as part of cooperation with the Subscriber, may gain access to the software, about the scope of the granted license and the Service Provider's rights to the software, and also oblige these persons and entities, in a manner justified by the legal relationship connecting the Subscriber with these persons before enabling access to the software, to comply with the Service Provider's rights to the software and comply with the license rules²⁸⁶.
7. Violation by the Subscriber of any of the provisions of this paragraph authorizes the Service Provider to terminate the Agreement with immediate effect while retaining the right to the received Subscription Fee²⁸⁷.
8. The Service may require the use of downloaded software, and after installation on the User's devices, it may be automatically updated when a new version is released²⁸⁸.

Chapter V Principles of Service Provision²⁸⁹ § 11 Scope of Customer Service²⁹⁰

1. If a broader scope of service does not result from an individual agreement, as part of the Service, the Subscriber has the option during Service Hours:²⁹¹
 - a. email contact with the Customer Service Office at: serwis@thulium.pl²⁹²
 - b. telephone contact with the Customer Service Office at number 12 397 53 01²⁹³.
2. The Owner may extend the scope of the Service, the new scope of which must be agreed with the Subscriber's caregiver²⁹⁴. The Service Provider immediately confirms the new terms of Service provision by sending a detailed list to the Owner's e-mail address indicated for contact²⁹⁵.

§ 12 Technical Requirements²⁹⁶

To use²⁹⁷ the Service, it is necessary to meet the technical conditions specified on the website

²⁹⁸ <https://support.thulium.pl/show/262-rozpozecie-pracy-z-systemem-wymagania>²⁹⁹.

§ 13 Limitations on Service Provision³⁰⁰

1. The Service Provider reserves the right to make technical breaks in the operation of the Service related to the servicing and maintenance of the Thulium System and the implementation of new functionalities, provided that the total duration of technical breaks³⁰¹

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in a Subscription Period may not be longer than 24 hours, and planned technical breaks may be made only between 8:00 PM and 6:00 AM³⁰². The Service Provider will inform the Owner about the planned technical break by electronic mail with 7 days' notice³⁰³.

2. In order to ensure high quality of the Service, the Thulium System has an automatic update mechanism during night hours³⁰⁴. The update can be carried out between 11:00 PM and 4:00 AM³⁰⁵. The update may proceed without losing the ability to use the System or may involve System unavailability of less than 15 minutes³⁰⁶. The updates described in this point do not require informing the Subscriber about their execution³⁰⁷. In exceptional situations, when a critical System error is detected or a security incident is diagnosed, the update may be performed at other times³⁰⁸.

* a. In the case of an Update that involves System unavailability of less than 15 minutes, the Update will be performed only when no User is logged into the Thulium application³⁰⁹.

* b. If the Update proceeds without losing the ability to use the System, it may be performed regardless of the number of logged-in Users³¹⁰.

3. The System guarantees the technical parameters of the Service specified in the Price List³¹¹. All packages of Subscribers who concluded an agreement before 01/03/2021 have the same parameters as the Thulium Premium Package³¹².

§ 14 Storage of Subscriber Data³¹³

1. The Subscriber receives data space within the Subscription Fee in the amount specified in accordance with the selected Package, and additional data space is sold in portions determined in the Package³¹⁴.
2. The data space is shared for all data saved by the Thulium System in connection with the Subscriber's use of the Service, in particular:³¹⁵
 - a. call recordings³¹⁶,
 - b. voicemail recordings³¹⁷,
 - c. attachments to e-mails sent and received by the System³¹⁸,
 - d. screenshots³¹⁹,
 - e. files attached in the Thulium System³²⁰,

- f. other data generated and saved by the Thulium System or transferred to the System by the Subscriber related to the use of the Thulium System³²¹.
- 3. In the event of exceeding the available space, the Owner independently or in contact with the BOK makes a decision within 7 days whether to delete the data or purchase additional space in accordance with the Price List³²². If the Subscriber's data still exceeds the previously purchased space and the Subscriber does not decide to purchase additional space within 7 days, the possibility of further data saving will be blocked³²³.
- 4. – repealed³²⁴
- 5. During the term of the Agreement, the Subscriber independently manages data in the Thulium System, and the Service Provider does not delete the Subscriber's data without their knowledge and express consent³²⁵.
- 6. The Subscriber retains all intellectual property rights held to the transferred data³²⁶. The Service Provider does not claim any property rights to the materials referred to in section 2, with the exception of elements of the Software³²⁷.
- 7. In the event of non-payment of the Subscription Fee by the Subscriber after the end of the Test Period, the following data management conditions are specified:³²⁸
 - a. after the end of the Test Period, access to the Thulium System and all data stored therein will be automatically blocked³²⁹
 - b. the Subscriber's data (in particular call recordings, databases, connection information, and other information collected as part of using the Thulium System) will be stored for 7 days from the end of the Test Period³³⁰;
 - c. during the 7-day period referred to in lit. b), the Subscriber has the option to pay the Subscription Fee for the first Subscription Period, and after its payment, the Thulium System with the previously collected data will be made available again³³¹³³¹³³¹³³¹;
 - d. in the event of non-payment of the Subscription Fee for the first Subscription Period during the period referred to in lit. ³³²b), all data will be permanently deleted from the Thulium System³³³.
- 8. In the event of non-payment of the Subscription Fee by the Subscriber for the next Subscription Period, the Subscriber's data (in particular call recordings, databases, connection information, and other information collected during the use of the Thulium System) will be stored for 14 days from the beginning of the unpaid Subscription Period, and after this time, in the event of termination of the Agreement based on § 7 section ³³⁴3, all data will be permanently deleted from the Thulium System³³⁵.

1. The Service Provider is not liable for the non-use or improper configuration of the Service by the Subscriber³³⁸.
2. The Service Provider makes every effort to ensure that the provision of the Services is correct, error-free, and secure, however, the Subscriber uses the Services at their own risk³³⁹. The Service Provider makes the System and Services available "as is"³⁴⁰. The Service Provider does not grant any direct or implied warranties or assurances of the suitability of the Services or³⁴¹

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the System for a specific purpose, neither expressly nor implicitly, nor resulting from customs, promotional materials, the circumstances of the conclusion of the Agreement, or the intended use of the Services³⁴². The Service Provider does not guarantee that the Services will be free from errors or that they will be provided without interruptions, delays, and irregularities³⁴³. In particular, the Service Provider is not liable for any damages arising, inter alia, from: ³⁴⁴

- * a. lack of continuity of Service provision caused by the action or omission of third parties³⁴⁵,
- * b. repealed ³⁴⁶
- * c. repealed ³⁴⁷
- * d. lack of continuity of Service provision caused by failures of the equipment on which the Service was launched³⁴⁸,
- * e. repealed ³⁴⁹
- * f. acts of force majeure (an event independent of the Party, external, impossible to predict and prevent, in particular wars, natural disasters, natural calamities)³⁵⁰,
- * g. improper use of the Service by the Subscriber³⁵¹,
- * h. use of the authorization information provided to the Subscriber for access to the Service by third parties³⁵²,
- * i. violation of the provisions of the Terms of Service by the Subscriber³⁵³,
- * j. improper operation of Internet network connections used for communication³⁵⁴,
- * k. repealed ³⁵⁵

3. The Service Provider does not adapt the Software to the specific needs of the Subscriber, and the process of developing and updating the Software depends on the Service Provider's policy shaped on an ongoing basis based on its decisions³⁵⁶.
4. – repealed³⁵⁷
5. The Service Provider is not liable for lost profits³⁵⁸.
6. The Service Provider is not liable for the improper operation of the Service or for any problems or difficulties in using it if the minimum technical requirements specified in § 12 have not been met by the Subscriber³⁵⁹.
7. The Service Provider's liability arising from or related to the provision of the Service is limited to the net amount of one Subscription Fee paid by the Subscriber for the Subscription Period in which the event justifying this liability occurred³⁶⁰.
8. The rules for dealing with Content that is or may be illegal, in the context of applying Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022³⁶¹ on a single market for digital services and amending Directive 2000/31/EC (hereinafter referred to as the "Digital Services Act"), together with the rights and obligations of the Parties, are set out in Appendix No. 4 to the Terms of Service³⁶².
9. The Service Provider performs a backup copy of the Subscriber's configuration containing a copy of the database on the terms specified in the SLA³⁶³.
10. The Service Provider strives to ensure the performance of the Services at the level indicated in the SLA³⁶⁴.
11. The rules of the Service Provider's liability in the event of failure to meet the Service level specified in the SLA, for reasons other than those caused intentionally by the Service Provider, are exclusively and fully regulated by the SLA³⁶⁵.

§ 16 Obligations and Liability of the Subscriber³⁶⁶

1. The Subscriber undertakes to use the Service in a manner that does not violate the rights of third parties, good customs, or the law, including refraining from providing Content of an unlawful nature, and is liable for the manner in which third parties use the Services, to whom the Subscriber has enabled access to the Thulium System³⁶⁷.
2. – repealed³⁶⁸
3. Subject to section 4 and the cases indicated in § 10 section³⁶⁹ 4 of the Terms of Service, the Subscriber is prohibited, without obtaining prior, written consent of the

Service Provider, from making the Services or the possibility of using the Services available in any form to third parties³⁷⁰.

4. The Subscriber may allow Users to use the Services only for the purposes of the Subscriber's business activity and in accordance with the provisions of these Terms of Service, and is responsible (as for their own actions) for Users' compliance with the terms of these Terms of Service³⁷¹.
5. It is forbidden to take any actions aimed at circumventing or disabling the mechanisms for controlling access to the Services used by the Service Provider, in particular by setting empty passwords³⁷².
6. The Subscriber may not transfer rights or obligations under the agreement to third parties without the Service Provider's express written consent³⁷³.
7. The Subscriber is liable for all actions and omissions of third parties to whom they entrusted the performance of any activities related, directly or indirectly, to the subject of the Agreement³⁷⁴.
8. Any irregularities noticed by the Subscriber in the provision of the Services, as well as the incorrect operation of the Thulium System, should be reported immediately to the Customer Service Office³⁷⁵.
9. The Subscriber is obliged, to the extent dependent on the Subscriber, to appropriately secure Users' access to the Thulium System, including in particular creating a password consisting of at least 12 characters (including lowercase and uppercase letters and numbers or special characters), as well as securing the passwords used when accessing and using³⁷⁶.

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the Service and not disclosing them to unauthorized persons³⁷⁷. The Service Provider additionally recommends establishing access to the Thulium System using two-factor authentication³⁷⁸.

10. The Subscriber is liable for the actions of a person unauthorized by the Subscriber who gained access to the Subscriber's Service, with the exclusion of the case when this person gained access due to the Service Provider's exclusive fault³⁷⁹.

11. The Subscriber is liable for damages caused by improper security of access to the Thulium System due to the Subscriber's fault³⁸⁰.

12. The Subscriber is obliged to immediately, no later than within 3 days from the event, notify the Service Provider of any case of detecting unauthorized access to the Thulium System, unauthorized disclosure or access to authentication data in the Thulium System (e.g., passwords), or other security breach that may affect the performance of the Agreement³⁸¹.

13. In the event of excessive load resulting from the number and scope of requests implemented via the API, the Thulium System resources intended for the Subscriber may be insufficient³⁸². In such a case, the Subscriber is obliged to limit the scope of API use³⁸³. Otherwise, in order to ensure the continuity of service provision, the Service Provider may limit the number of requests processed by the API or disable access to the API³⁸⁴.

Chapter VII Amendment of the Terms of Service³⁸⁵ § 17 Amendments to the Terms of Service³⁸⁶

1. The Service Provider reserves the right to amend the Terms of Service or the Appendices, in particular in the event of technological or organizational changes in the operation of the Thulium System, the implementation of new or changed functionalities, or the necessity to adapt the operation of the Thulium System and the provisions of the Terms of Service or the Appendices to new generally applicable regulations³⁸⁷.
2. Any amendments to the Terms of Service or the Appendices made by the Service Provider require prior notification of the Owner for their effectiveness³⁸⁸. The Service Provider will notify about planned amendments to the Terms of Service in writing or by e-mail, making the content of the new version of the Terms of Service or the Appendices available no later than 14 days before the day the changes enter into force³⁸⁹.
3. In the event of an amendment to the Terms of Service or the Appendices that limits the scope of services provided or increases their price, the Subscriber has the right to terminate the Agreement within 14 days from the moment the new version of the Terms of Service is made available³⁹⁰. In such a case, the termination of the Agreement takes effect at the end of the Subscription Period in which the Service Provider received the objection³⁹¹.
4. If the Subscriber does not terminate the agreement in the manner specified in section 392³, it is deemed that they have consented to the presented content of the Terms of Service and the Appendices³⁹³.
5. To avoid ambiguity, in the event of amendments to the Terms of Service, the numbering of individual provisions will be maintained, and any removal of individual provisions will be marked³⁹⁴.

Chapter VIII Other Provisions³⁹⁵ § 18 Confidential Information³⁹⁶

1. The Parties undertake to maintain strict confidentiality of confidential information for an unlimited period and not to use it (in whole or in part) for any purpose not directly related to the performance of the Agreement³⁹⁷.

2. The Parties consider the following primarily as confidential information: ³⁹⁸
- a. legal, financial, technical, IT, technological, or organizational information regarding the Services ³⁹⁹,
 - b. information with economic value regarding the Parties ⁴⁰⁰,
 - c. information concerning third parties, including the Service Provider's associates, entities related organizationally or capitally, members of their bodies or partners, persons cooperating with them, clients, former clients, and persons cooperating with clients or former clients ⁴⁰¹.
3. The obligation of confidentiality specified in this paragraph does not apply to Confidential Information that: ⁴⁰²
- a. is or becomes generally known, other than through a breach of the provisions of the agreement or applicable law ⁴⁰³,
 - b. was obtained by the Party in accordance with the law and its obligations before obtaining the information from the other Party ⁴⁰⁴,
 - c. must be disclosed on the basis of prior, written consent under pain of nullity of the other Party, to the extent and to the entities specified in this consent ⁴⁰⁵⁴⁰⁵⁴⁰⁵⁴⁰⁵,
 - d. must be disclosed on the basis of legal provisions to the relevant public authorities ⁴⁰⁶,
 - e. includes statistical data or derivatives of statistical data obtained by the Service Provider in connection with the provision of the Services ⁴⁰⁷,
 - f. includes only informing by the Parties about the fact of cooperation ⁴⁰⁸.
4. The Parties will ensure that all persons representing them and third parties related to them in any way who could become familiar with confidential information through that Party comply with the above obligation of confidentiality ⁴⁰⁹.

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§ 19 Contact Details ⁴¹⁰

1. Any notices, letters, or correspondence addressed to the Service Provider should be made by e-mail to serwis@thulium.pl, by registered letter, or by courier service to the correspondence address: Thulium sp. ⁴¹¹ z o.o. Os. Złotej Jesieni 7, 31-827 Kraków ⁴¹².

2. The Subscriber and the Service Provider are obliged to mutually inform each other about any changes affecting the performance of the Agreement, in particular such as:
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 - change of the Subscriber's registered office⁴¹⁴,
 - change of the Subscriber's contact details⁴¹⁵.
3. Any correspondence sent by the Parties to the last indicated address for delivery and not collected is deemed to have been effectively delivered⁴¹⁶.

§ 20 Personal Data of the Subscriber and the User⁴¹⁷

The principles of Personal Data processing are specified in the Privacy Policy available on the website: <https://thulium.com/pl/terms-and-conditions/>, provided that: 418

* a) information about the processing of personal data of the person representing the Subscriber can be found in Part I. and IV. of the Privacy Policy⁴¹⁹;

* b) information about the processing of the User's personal data can be found in Part I. and V. of the Privacy Policy⁴²⁰.

§ 21 Processing of Personal Data entrusted by the Subscriber⁴²¹

1. In order to perform the Service, the Subscriber entrusts the Service Provider with the processing of personal data of their clients, which takes place on the basis of a personal data processing entrustment agreement, which constitutes Appendix No. 1 to the Terms of Service⁴²².
2. As the Service may be performed using the Cloud Service or another similar service provided by another entity, the Subscriber consents to the Service Provider using the services of another processor, to whom the Service Provider may entrust the processing of personal data transferred by the Subscriber to external processors, specified in Appendix No. 2 to the Terms of Service in the position "Personal data transferred by the Subscriber - data processing entrustment", to the necessary extent⁴²³.
3. The Subscriber has the option of using optional functionalities available in the Thulium System⁴²⁴. The Subscriber is aware and accepts the fact that starting to use such functionalities may result in entrusting data processing to the providers of these functionalities, which may involve international data transfer, which the Subscriber fully accepts and consents to⁴²⁵.
4. The Subscriber's use of integrations available in the Thulium Software requires the Subscriber to first conclude an agreement directly with a specific provider, including, where applicable, a proper entrustment agreement⁴²⁶. In such a case, this provider

is not a sub-processor in the data processing process that takes place based on this Agreement⁴²⁷. Regardless of the above, the Subscriber is aware that performing such an integration may, depending on the functionality, result in the transmission, storage, or display of the Subscriber's data from this provider to the Thulium System, to which the Subscriber consents⁴²⁸. The current list of providers with whom the Subscriber has the option of integration is available in the Thulium System in the Owner's account panel⁴²⁹. Adding, removing, or replacing a possible integration does not constitute an amendment to the Agreement⁴³⁰.

5. The rules indicated in section 4 apply accordingly in the case where the Subscriber connects a telecommunications operator, VOIP operator, or SMS gateway to the Thulium System⁴³¹.

§ 22 Complaint Procedure⁴³²

1. The Subscriber's complaint in connection with the non-performance or improper performance of the Service should be sent to the Service Provider in writing or to the e-mail address: serwis@thulium.pl and should specify:⁴³³
 - a. the Subscriber's data enabling contact with them and identification as a Subscriber⁴³⁴,
 - b. the Server Name to which the complaint relates⁴³⁵⁴³⁵⁴³⁵⁴³⁵,
 - c. the functionality to which the complaint relates⁴³⁶⁴³⁶⁴³⁶⁴³⁶,
 - d. a concise description of the reservations related to the provision of the Service⁴³⁷,
 - e. the circumstances justifying the complaint⁴³⁸.
2. The Service Provider undertakes to make every effort to consider and resolve the problem specified in the complaint in the shortest possible time⁴³⁹.
3. The Service Provider is obliged to respond to the complaint within 14 days from the date of its receipt, indicating whether it accepts the complaint and in what manner and within what time limit it intends to resolve it, or informing about the lack of grounds for accepting the complaint, along with a justification of its position⁴⁴⁰. If the Service Provider did not respond to the complaint within the time limit referred to in the preceding sentence, it is deemed that it has accepted the complaint⁴⁴¹.

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§ 23 Final Provisions⁴⁴²

1. In matters not regulated in the Agreement, the provisions of the Civil Code, the Act on Copyright and Related Rights, and other relevant acts shall apply⁴⁴³. Polish law is the law applicable to this Agreement⁴⁴⁴.
2. The Terms of Service fully and exclusively regulate the rules for the provision of the Services by the Service Provider⁴⁴⁵. The Terms of Service supersede all other agreements, oral and written, as well as any other exchange of information regarding the Services, with the exclusion of an individual agreement concluded in writing⁴⁴⁶.
3. The following Appendices are an integral part of the Terms of Service:⁴⁴⁷
 - a) Appendix No. 1 - Personal data processing entrustment agreement⁴⁴⁸,
 - b) Appendix No. 2 - List of entities processing personal data entrusted by the Subscriber⁴⁴⁹,
 - c) Appendix No. 3 - Standard Service Level Agreement (SLA)⁴⁵⁰,
 - d) Appendix No. 4 - Rules for dealing with Content that is or may be illegal⁴⁵¹.
4. In the event that any part of these Terms of Service is deemed non-binding or ineffective, the remaining part of the Terms of Service shall remain in force⁴⁵².
5. The Parties undertake to strive to resolve any disputes arising from the performance of this Agreement through mediation⁴⁵³.
6. In the event of an inability to resolve a dispute amicably, the court competent to resolve it shall be the court having jurisdiction over the Service Provider's registered office⁴⁵⁴.
7. The Terms of Service are effective from April 16, 2025⁴⁵⁵.

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Appendix No. 1 to the Terms of Service⁴⁵⁶ Personal Data Processing Entrustment Agreement⁴⁵⁷

1. Definitions⁴⁵⁸

1.1. If terms defined in the GDPR are used in this Entrustment Agreement, these terms shall have the same meaning as in the Regulation⁴⁵⁹.

1.2. The concepts used in this Entrustment Agreement have the following meanings: ⁴⁶⁰

* (1) Terms of Service the Agreement concluded between the Subscriber and the Service Provider, of which this Entrustment Agreement is an integral part⁴⁶¹.

* (2) Controller - the Subscriber within the meaning given in the Terms of Service⁴⁶².

* (3) Processor - the Service Provider within the meaning given in the Terms of Service⁴⁶³.

* (4) Entrustment Agreement this personal data processing entrustment agreement constituting an integral part of the Terms of Service, regulating the principles of the Subscriber entrusting the personal data of the Subscriber's clients to the Service Provider in connection with the Service Provider providing the Services described in the Terms of Service⁴⁶⁴.

1.3. Concepts used in this Entrustment Agreement that are capitalized and not defined in point 1.2 should be understood in accordance with the meaning given in the Terms of Service⁴⁶⁵.

2. Scope of Application⁴⁶⁶

2.1. The Entrustment Agreement applies to the entrustment of personal data processing in connection with the Service Provider's performance of the Services agreed upon by the Parties, if the performance of the Services requires the entrustment of personal data processing⁴⁶⁷.

2.2. The Entrustment Agreement specifies the conditions under which the Service Provider will process the personal data for which the Subscriber is the Controller⁴⁶⁸.

2.3. The provisions of the Entrustment Agreement remain without prejudice to the obligations to which the Controller is subject under the Regulation⁴⁶⁹.

2.4. The provisions of the Entrustment Agreement do not in themselves ensure the fulfillment of obligations related to the international transfer of data in accordance with Chapter V of the Regulation⁴⁷⁰.

2.5. The provisions of the Entrustment Agreement are read and interpreted in the light of the provisions of the Regulation⁴⁷¹. The provisions of the Entrustment Agreement shall not be interpreted in a manner inconsistent with the rights and obligations provided for in the Regulation or in a manner infringing the fundamental rights or freedoms of the data subjects⁴⁷².

2.6. In the event of inconsistency between the Entrustment Agreement and the provisions of the Terms of Service, the provisions of the Entrustment Agreement shall prevail in the scope concerning personal data processing⁴⁷³.

2.7. The Entrustment Agreement, to the extent regulated therein, replaces all previous provisions and arrangements in the scope of data processing by the Service Provider on behalf of the Subscriber, and its provisions apply to all processing entrustment processes that will take place during its term⁴⁷⁴.

3. Subject and Scope of Data Processing⁴⁷⁵

3.1. The Subscriber entrusts the Service Provider with the processing of personal data under Art. 28 of the GDPR on the principles set out in the Entrustment Agreement⁴⁷⁶.

3.2. The Subscriber declares that, within the meaning of the GDPR, they are the Controller of personal data and are authorized to entrust the processing of personal data to the Service Provider and guarantees that the data are processed by them in accordance with the law, in particular they obtained the data in accordance with the provisions of the Regulation⁴⁷⁷.

3.3. The subject and purpose of the data processing entrustment is the Service Provider's provision of the Services agreed upon with the Subscriber, Customer Service Office support, and complaint handling⁴⁷⁸.

3.4. The period of personal data processing entrustment corresponds to the term of the Agreement agreed upon by the Parties, the subject of which is the provision of Services⁴⁷⁹.

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3.5. The data processing entrustment includes the Service Provider performing operations on personal data on behalf of the Subscriber, such as: recording, organizing, structuring, storing, retrieving, performing backup copies, deleting, destroying, and others solely necessary for the provision of the Services within the scope of the functionality of the Thulium System selected by the Subscriber⁴⁸⁰.

3.6. The data processing entrustment covers the personal data of the Subscriber's clients⁴⁸¹. The Subscriber may also entrust the Service Provider with other categories of personal data by selecting the appropriate functionality of the Thulium System or processing other categories of data subjects' data in the Thulium System⁴⁸².

3.7. The types of entrusted personal data are determined by the functionality of the Thulium System and include such data of the Subscriber's clients as: first name, last name, contact details and identification data, or voice, if calls are recorded as part of the Services provided⁴⁸³. Furthermore, due to the intended use of the Thulium System as supporting the running of a customer service department, the Thulium System may also process other identifying personal data (containing NIP, PESEL numbers, etc.), as well as data belonging to special categories (so-called "sensitive data"), such as health data, etc.⁴⁸⁴. However, it is emphasized that it is always the Subscriber who exclusively decides on the scope and categories of personal data introduced by the Subscriber into the System and thus covered by the entrustment, subject to the exceptions resulting from the Terms of Service, and the Service Provider notes and reserves that this data: ⁴⁸⁵

* (1) should be limited to the minimum in accordance with the principle of minimization of personal data processing set out in the GDPR, and for this reason should be, where possible, subject to selection by the Subscriber⁴⁸⁶;

* (2) their introduction into the Thulium System may not constitute an act violating absolutely binding legal provisions⁴⁸⁷;

* (3) may be introduced only in accordance with the intended use and functionalities of the Thulium System⁴⁸⁸.

3.8. The processing entrusted to the Service Provider is continuous and fully or partially automated using the IT systems used by the Service Provider, unless otherwise provided⁴⁸⁹.

3.9. The Service Provider may process personal data entrusted to it for processing by the Subscriber in order to provide the Services on the principles set out in the Terms of Service and to the extent necessary for this purpose⁴⁹⁰.

4. International Data Transfer⁴⁹¹

4.1. The processing of the Subscriber's personal data takes place in the territory of the states that are signatories of the European Economic Area (EEA), unless the Subscriber has performed the integration referred to in point 4.2, which is equivalent to the Subscriber's consent to the international transfer of personal data ⁴⁹²; in such a situation, the international transfer is carried out directly by the Subscriber based on a proper agreement concluded by the Subscriber with the provider with whom the integration took place, and the obligation to perform the transfer based on the basis enabling this transfer rests with the Subscriber⁴⁹³.

4.2. Any transfer of data to a third country or international organization by the Service Provider, i.e., ⁴⁹⁴outside the EEA, may take place only on the documented instruction of the Subscriber or in order to meet a specific requirement under Union law or the law of a Member State to which the Service Provider is subject, and in accordance with Chapter V of the Regulation⁴⁹⁵⁴⁹⁶. ⁴⁹⁷The selection of ⁴⁹⁸the appropriate integration, especially when it involves international data transfer, should be preceded by the Subscriber conducting a risk analysis related to this transfer⁴⁹⁹. The Subscriber bears sole responsibility for the correctly conducted analysis, as well as for making their own assessment as to whether the entity providing the service with which the integration is to take place applies adequate safeguards resulting from Chapter V of the Regulation⁵⁰⁰. The Subscriber is aware and accepts the risks that occur with international transfer to a given third country⁵⁰¹.

4.3. If, in accordance with point 8.1 of the Entrustment Agreement, the Service Provider intends to use the services of a sub-processor to perform specific processing activities (on behalf of the Subscriber) that involve the transfer of personal data within the meaning of Chapter V of the Regulation, the Subscriber consents to these entities being able to ensure compliance with Chapter V of the Regulation by means of standard contractual clauses adopted by the Commission in accordance with Art. 50²⁴⁶ section 2 of the Regulation or that such transfer takes place to a country for which the European Commission has issued an adequacy decision in accordance with Art. 50³⁴⁵ of the Regulation⁵⁰⁴.

4.4. To avoid any doubts, the Parties indicate that the occasional performance of work by the Service Provider's employees and services by persons permanently cooperating with the Service Provider on a basis other than employment contracts, remotely, from areas of states for which the European Commission has issued an adequacy decision in accordance with

Art. 50545 of the Regulation, is not treated, in accordance with the EDPB guidelines, as a form of international data transfer⁵⁰⁶.

4.5. The Service Provider enables the Subscriber to use additional, optional functionalities of the Service, which are provided by sub-processors⁵⁰⁷. The use of tools from some of them may result in the processing of personal data outside the EEA⁵⁰⁸. These entities are indicated in Appendix No. 2 ⁵⁰⁹; the optional use of their tools by the Subscriber is equivalent to consent to the international transfer of personal data⁵¹⁰.

5. Instructions⁵¹¹

5.1. Within the meaning of personal data protection regulations, the Subscriber remains the sole controller of personal data, deciding on the purposes and manner of data processing⁵¹². The Subscriber is responsible for ensuring the legality of the personal data processing that is the subject of the entrustment and the protection of the rights of the data subjects⁵¹³.

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5.2. The Service Provider processes personal data solely for the purpose of providing the Service and in accordance with the provisions of the Terms of Service, the guidelines and instructions provided by the Subscriber, and the provisions of the Entrustment Agreement⁵¹⁴.

5.3. The Service Provider processes personal data only on the documented instruction of the Subscriber, unless such an obligation is imposed on it by Union law or the law of a Member State to which the Service Provider is subject⁵¹⁵. In such a case, before commencing processing, the Service Provider informs the Subscriber about this legal obligation, unless the law prohibits providing such information due to an important public interest⁵¹⁶. The Subscriber may issue further instructions throughout the entire period of personal data processing⁵¹⁷.

5.4. The Subscriber's instructions generally require written or documentary form⁵¹⁸. The Subscriber may also issue instructions verbally or by telephone, provided that they are immediately confirmed by the Subscriber in written or documentary form⁵¹⁹.

5.5. The Service Provider immediately notifies the Subscriber if, in the Service Provider's opinion, an instruction issued by the Subscriber violates the Regulation or applicable Union or Member State law, and requests the Subscriber to withdraw, change, or confirm and clarify the disputed instruction⁵²⁰. While awaiting the Subscriber's decision, the Service Provider is entitled to suspend the execution of the disputed instruction⁵²¹. In a case where the execution of the Subscriber's instruction, despite explanations, would lead to a violation of generally applicable provisions of European Union law or Member State law, the Service Provider is entitled to refrain from executing this instruction⁵²².

5.6. The instruction should not only comply with the law but also correspond to the Parties' arrangements regarding the scope of the Services provided and the provisions of the Terms

of Service⁵²³. Any instructions that go beyond the instructions specified in the first sentence above, if their execution results in additional costs for the Service Provider, may be executed only after the Subscriber accepts the costs of executing the instruction presented by the Service Provider⁵²⁴.

5.7. The persons authorized to issue and receive instructions and all other information referred to in the Entrustment Agreement are the Owners⁵²⁵.

6. Security of Processing⁵²⁶

6.1 The Service Provider undertakes to process the personal data entrusted to it on the instruction of the Service Provider in accordance with the Entrustment Agreement, the Regulation, and other provisions of generally applicable law that protect the rights of data subjects⁵²⁷. In particular, the Service Provider declares that it applies appropriate technical and organizational security measures so that the processing meets the requirements of the Regulation and protects the rights of the data subjects⁵²⁸.

6.2 The Service Provider undertakes, when processing the personal data entrusted to it by the Subscriber, to secure them (in particular against accidental or unlawful destruction, loss, modification, unauthorized disclosure, or unauthorized access to personal data transmitted, stored, or otherwise processed) by taking technical and organizational security measures ensuring an appropriate level of security, i.e., ⁵²⁹ corresponding to the risk in accordance with Art. 32 of the Regulation⁵³⁰.

6.3 The Subscriber confirms that they have received information about the technical and organizational measures implemented by the Service Provider aimed at ensuring the security of personal data processing⁵³¹. In particular, they are aware that the Service Provider holds an ISO 27001 security standard compliance certificate, and recognizes them as appropriate and sufficient for the protection of the rights of the data subjects⁵³².

6.4 The Service Provider grants members of its personnel access to the personal data subject to processing only to the extent absolutely necessary to perform the Services under the Terms of Service, manage them, and monitor them⁵³³. The Service Provider ensures that persons authorized to process the received personal data commit to confidentiality or are subject to an appropriate statutory obligation of confidentiality⁵³⁴.

6.5. All information obtained in connection with the provision of the Services and the implementation of the provisions of the Terms of Service, in particular information about the methods of data security by the Parties, must be kept confidential, also after the expiration of the Entrustment Agreement⁵³⁵.

7. Right of Control⁵³⁶

7.1. The Service Provider provides the Subscriber with information necessary to demonstrate compliance with the obligations that are specified in the Entrustment Agreement and result directly from the Regulation, and answers related questions immediately, i.e., ⁵³⁷ within no longer than 7 business days⁵³⁸.

7.2. The Subscriber has the right to control the compliance of personal data processing by the Service Provider with the provisions of the Entrustment Agreement and the Regulation ("Audit")⁵³⁹. The Audit may also take place through an independent auditor authorized by the Subscriber⁵⁴⁰. Before commencing the Audit, the Subscriber or the auditor authorized by them will be obliged to sign an undertaking to maintain business secrecy and secrecy regarding personal data and the methods of their security⁵⁴¹.

7.3. The Subscriber undertakes that an entity conducting competitive activity, directly or indirectly, in relation to the activity conducted by the Service Provider will not be appointed as the authorized auditor⁵⁴². Competitive activity is understood as any activity, paid or unpaid, domestically or abroad, regardless of the legal form, that is conducted in the same or similar subject scope and directed to the same circle of recipients, overlapping - even partially - with the scope of the basic or ancillary activity of the Service Provider or entities within the Service Provider's group⁵⁴³⁵⁴³⁵⁴³. For the assessment of whether a given entity is competitive, not only the subject of the entity's activity resulting from the content of the agreement establishing it will be taken into account, but also the subject of the activity actually performed by that entity⁵⁴⁴. In the event of commissioning the Audit to entities competitive to the Service Provider, the Service Provider is entitled to refuse to conduct the Audit until another entity conducting the Audit on behalf of the Subscriber is appointed or until a further course of action is agreed between the Service Provider and the Subscriber⁵⁴⁵.

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7.4. The Audit is subject to the following conditions: ⁵⁴⁶

* (1) it may only concern personal data entrusted for processing to the Service Provider on the basis of the Entrustment Agreement and will be limited to the Service Provider's registered office and devices used for personal data processing and personnel involved in the processing activities covered by the scope of the Entrustment Agreement⁵⁴⁷;

* (2) it will be conducted efficiently and as quickly as possible, no longer than 2 business days⁵⁴⁸;

* (3) it will take place no more than once a year, unless the Audit is required in accordance with legal requirements or by the competent supervisory authority, or takes place immediately after a material personal data breach is found regarding data processed on the basis of the Entrustment Agreement⁵⁴⁹;

* (4) it may be performed during the Service Provider's normal working hours, in a manner that does not disrupt the Service Provider's business activity and in accordance with the Service Provider's security policies⁵⁵⁰;

* (5) The Subscriber will notify the Service Provider of the intention to conduct the Audit electronically or by letter at least 14 business days before the planned date of the Audit, stating the planned scope of the audit, duration, and the name of the auditor⁵⁵¹. In the event of impossibility to conduct the Audit on the planned date or other unexpected obstacles independent of the Service Provider, the Service Provider will notify the Subscriber of such

circumstances and propose a new date for the Audit, no later than within 7 business days from the date indicated by the Subscriber⁵⁵²;

* (6) The Subscriber bears all costs resulting from or incurred in connection with the Audit without the right to request reimbursement of such costs or payment of additional remuneration⁵⁵³. The Service Provider has the right to charge the Subscriber the amount of PLN 350 net for each commenced man-hour dedicated to work related to the handling of the Audit by the Service Provider's employees⁵⁵⁴. Details regarding the fees should be agreed upon before commencing the Audit in documentary form⁵⁵⁵;

* (7) The Audit may not aim or lead to the disclosure of legally protected secrets (including the Service Provider's business secrecy)⁵⁵⁶;

* (8) The Subscriber is obliged to create an Audit report summarizing the findings of this Audit⁵⁵⁷. The Report will be transferred to the Service Provider and will constitute confidential information about the Service Provider, which cannot be disclosed to third parties without the Service Provider's consent, unless required by applicable law⁵⁵⁸. The Report will contain conclusions from the Audit and the scope of any changes in the personal data processing by the Service Provider agreed upon by the Parties⁵⁵⁹.

7.5. In the event the Service Provider holds certification referred to in Art. ⁵⁶⁰42 of the GDPR or applies a code of conduct referred to in Art. ⁵⁶¹40 of the GDPR, the Subscriber's control rights may also be exercised by the Service Provider referring to the results of monitoring the certification rules or the code of conduct⁵⁶². In such a case, the Audit will concern only matters that cannot be sufficiently explained by presenting such results by the Service Provider⁵⁶³.

8. Use of Sub-Processors' Services⁵⁶⁴

8.1. The Subscriber gives general consent to the Service Provider using the services of the sub-processors indicated in Appendix No. 2⁵⁶⁵. The Service Provider informs the Subscriber about any intended changes in this list consisting of adding, removing, or replacing sub-processors in the form and on the principles applicable to the amendment of the Terms of Service⁵⁶⁶. Failure to terminate the agreement in connection with the amendment of the Terms of Service, including a change regarding Appendix No. 2, is equivalent to accepting the updated list, including acceptance of the international data transfer, if applicable⁵⁶⁷. Failure to accept the changes results in the consequences described in § 17 section 3 of the Terms of Service⁵⁶⁸.

8.2. If the Service Provider uses the services of a sub-processor to perform specific processing activities (on behalf of the Subscriber), it does so by way of an agreement that imposes on the sub-processor essentially the same data protection obligations as the obligations imposed on the Service Provider in accordance with the Entrustment Agreement⁵⁶⁹. The Service Provider ensures that the sub-processor fulfills the obligations

to which the Service Provider is subject under the Entrustment Agreement and the Regulation⁵⁷⁰.

8.3. At the Subscriber's request, the Service Provider provides the Subscriber with a copy of the agreement concluded with the sub-processor, and in the event of amendments, provides the Subscriber with its updated version⁵⁷¹. To the extent necessary to protect trade secrecy or other confidential information, including personal data, the Service Provider may redact the text of the agreement before making it available⁵⁷².

9. Assistance for the Controller⁵⁷³

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9.1 The Service Provider shall immediately notify the Subscriber of: any request to provide personal data to the competent public authority, unless the prohibition of notification results from legal provisions ⁵⁷⁴; any request received from the data subject, while refraining from responding to the request, unless the Subscriber has consented to it⁵⁷⁵.

9.2 The Service Provider assists the Subscriber in fulfilling their obligations regarding responding to requests from data subjects to exercise their rights, taking into account the nature of the processing⁵⁷⁶.

9.3 The Service Provider also assists the Subscriber in ensuring the fulfillment of the following obligations, taking into account the nature of the data processing and the information available to the Service Provider: ⁵⁷⁷

* (1) the obligation to conduct a data protection impact assessment of the planned processing operations ("Data Protection Impact Assessment"), if the type of processing may cause a high risk of infringement of the rights and freedoms of natural persons⁵⁷⁸;

* (2) the obligation to consult the competent supervisory authority(ies) before commencing processing, if the data protection impact assessment indicates that the processing would result in a high risk if the Controller did not apply measures to mitigate it⁵⁷⁹;

* (3) the obligation to ensure the correctness and up-to-dateness of personal data by immediately informing the Subscriber if the Service Provider finds that the personal data processed by it is incorrect or outdated⁵⁸⁰;

* (4) the obligations specified in Art. 32 of the Regulation⁵⁸¹.

10. Personal Data Breaches⁵⁸²

10.1. In the event of a personal data breach, the Service Provider cooperates with the Subscriber and assists them in fulfilling their obligations resulting from Art. 58³³³⁻³⁴ of the Regulation, taking into account the nature of the processing and the information available to the Service Provider⁵⁸⁴.

10.2. Upon finding a personal data breach, the Service Provider reports it to the Subscriber without undue delay, if possible no later than within 36 hours from the finding of the

breach⁵⁸⁵. The processor shall attach an explanation of the reasons for the delay to the notification transferred to the Subscriber after 36 hours⁵⁸⁶. The Service Provider shall provide the Subscriber with the requested information at the Subscriber's additional request, if, due to the nature of the services provided, it is able to obtain them using rational means⁵⁸⁷.

10.3. The Service Provider is obliged to immediately take the necessary and appropriate measures to remove the breach and minimize its possible negative consequences⁵⁸⁸.

10.4. All information regarding the personal data breach should be provided to the person indicated in point 5.7 of the Entrustment Agreement⁵⁸⁹.

10.5. The Service Provider's obligation referred to in point 10.2 above is not and shall not be interpreted as the Service Provider's confirmation to the data subjects of the occurrence of a personal data breach⁵⁹⁰.

10.6. In the event of a personal data breach concerning data processed by the Subscriber, the Service Provider assists the Subscriber: ⁵⁹¹

* (1) in notifying the personal data breach to the competent supervisory authority(ies) immediately after the Subscriber became aware of the breach, where applicable (unless it is unlikely that the breach will result in a risk of infringement of the rights or freedoms of natural persons)⁵⁹²;

* (2) in obtaining the information that, in accordance with Art. 33 section 3 of the Regulation, should be included in the notification⁵⁹³;

* (3) in fulfilling, in accordance with Art. 34 of the Regulation, the obligation to notify the data subject of the personal data breach without undue delay if the breach may cause a high risk of infringement of the rights and freedoms of natural persons⁵⁹⁴.

11. Liability⁵⁹⁵

11.1. The Service Provider's liability principles indicated in § 15 of the Terms of Service also apply to the Service Provider's liability for the proper processing of personal data as part of the data processing entrustment, subject to the distinctiveness resulting from absolutely binding legal provisions⁵⁹⁶.

11.2. The Service Provider is not liable for damages incurred by the Subscriber, including administrative fines imposed on the Subscriber or compensation to third parties, for damages whose source will be the Service Provider's action or omission, on the Subscriber's instruction, unless the Service Provider can be attributed with intentional fault⁵⁹⁷. In the event of failure to prove intentional fault, the Subscriber is obliged to unconditionally indemnify the Service Provider against liability for all claims submitted by entities whose personal data the Service Provider processes on the basis of the Entrustment Agreement ⁵⁹⁸

599 . In the event of initiating court or administrative court proceedings against the Service Provider, the Subscriber is obliged, at the Service Provider's request, to join such proceedings as a party and take over liability for the reported claim⁶⁰⁰.

12. Duration and Termination of the Entrustment Agreement⁶⁰¹

12.1. The Entrustment Agreement is concluded for the duration of the Terms of Service⁶⁰².

12.2. Independent termination or wypowiedzenie (notice) of the Entrustment Agreement is excluded⁶⁰³.

12.3. The storage and deletion of the Subscriber's data, also in the event of termination of cooperation between the Parties, takes place on the principles set out in § 14 of the Terms of Service⁶⁰⁴.

13. Final Provisions⁶⁰⁵

13.1. The Entrustment Agreement is governed by Polish law⁶⁰⁶.

13.2. The Parties jointly confirm that, subject to the exception indicated in point 5.6 of the Entrustment Agreement ⁶⁰⁷, the Service Provider's remuneration for activities performed under the Entrustment Agreement is included in the remuneration due for the provision of the Services to the Subscriber⁶⁰⁸.

13.3. Any amendments to the Entrustment Agreement take place on the principles applicable to the amendment of the Terms of Service⁶⁰⁹.

13.4. In matters not regulated in the Entrustment Agreement, the provisions of the GDPR, the Civil Code, and other generally applicable legal provisions shall apply⁶¹⁰.

13.5. The ineffectiveness, invalidity, or impossibility of performance of individual provisions of the Entrustment Agreement does not affect the effectiveness of the remaining provisions⁶¹¹. The Parties undertake to replace the ineffective, invalid, or unenforceable provision with an effective and enforceable provision as close as possible to the initially intended purpose⁶¹².

13.6. Disputes arising from the Entrustment Agreement shall be resolved by the court having jurisdiction over the Service Provider's registered office⁶¹³.

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Appendix 2 to the Terms of Service⁶¹⁴ **List of entities processing personal data entrusted by the Subscriber (column Personal data transferred by the Subscriber - data processing entrustment) and entities supporting the Service Provider's activity, processing data on the principles and in the cases specified in detail in the Privacy Policy.**⁶¹⁵

Recipient of personal data with indication of the purpose of processing	Personal data transferred by the Subscriber - data processing entrustment	Website User part II. Privacy Policy	Newsletter Subscriber - part III. Privacy Policy	Persons authorized to represent the Subscriber (Owners)/ Partner - part IV. Privacy Policy	Users - part V. Privacy Policy	Potential Clients - part VI. Privacy Policy
Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland (Azure cloud platform, with the use of which data processing takes place, including their storage)	YES ⁶¹⁶	YES ⁶¹⁷	YES ⁶¹⁸	YES ⁶¹⁹	YES ⁶²⁰	YES ⁶²¹
Amazon Web Services EMEA SARL spółka z ograniczoną odpowiedzialnością Oddział w Polsce, Generation Park Z, 9th Floor ul. Towarowa 28 00-839 Warszawa, Polska, NIP: PL1080022032 (text-to-speech service, optional	YES ⁶²²	No ⁶²³	No ⁶²⁴	No ⁶²⁵	No ⁶²⁶	No ⁶²⁷

for the Subscriber to use, requires prior configuration)						
Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland, VAT No: IE 6388047V (business tools such as Gmail or Meets for communication and, optional for the Subscriber to use, text-to-speech service, requires prior configuration)	YES 628	YES 629	No 630	YES 631	YES 632	YES 633
Intercom R&D Unlimited Company, an Irish company with offices at 2nd Floor, Stephen Court, 18-21 St. Stephen's Green, Dublin 2, Republic of Ireland (email or in-app communication tool)	No 634	No 635	No 636	YES 637	YES 638	YES 639

MailerLite Limited, 38 Mount Street Upper, Dublin 2, DO2 PR 89 Ireland (email communication tool)	No 640	No 641	YES 642	YES 643	YES 644	YES 645
Pipedrive OU, Mustamäe tee 3a, Tallinn, Harjumaa 10615, Estonia, VAT #: EE101382096, Registration #: 11958539 (CRM tool to support the sales process)	No 646	No 647	No 648	YES 649	YES 650	YES 651
Fireflies. AI Corp., 5424 Sunol Blvd, Ste 10-531, Pleasanton, CA 94566, USA (tool used for transcription of online meetings)	No 652	YES 653	No 654	YES 655	YES 656	YES 657
Loom Inc., 140 2ND SI FL 3 San Francisco, CA, 94105-3731, USA (tool used for video recording of meetings)	No 658	YES 659	No 660	YES 661	YES 662	YES 663

ElevenLabs Inc. 169 Madison Ave #2484 New York City, NY 10016, USA (text-to-speech service, optional for the Subscriber to use; data transfer to the USA based on SCC - occurs only after the Subscriber performs prior configuration "Actions on the IVR tree")	YES ⁶⁶⁴	No ⁶⁶⁵	No ⁶⁶⁶	No ⁶⁶⁷	No ⁶⁶⁸	No ⁶⁶⁹
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Recipient of personal data with indication of the purpose of processing	Personal data transferred by the Subscriber - data processing entrustment	Website User part II. Privacy Policy	Newsletter Subscriber - part III. Privacy Policy	Persons authorized to represent the Subscriber (Owners)/ Partner - part IV. Privacy Policy	Users - part V. Privacy Policy	Potential Clients - part VI. Privacy Policy
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AssemblyAI Inc. 2261 Market Street #4577 San Francisco, CA 94114, USA (speech-to-text service, optional for the Subscriber to use; data transfer to the USA based on SCC - service available in the AI Module - use requires prior and separate consent to data transfer to a Third Country)	YES 670670670	No 671	No 672	No 673	No 674	No 675
DeepL SE, Maarweg 165, 50825, Cologne, Germany (text translation service, optional for the Subscriber to use)	YES 676	No 677	No 678	No 679	No 680	No 681

MixPanel Inc., 1 Front Street 28th Floor San Francisco, CA 94111 USA (tool for analysis of User behavior)	No ⁶⁸²	No ⁶⁸³	No ⁶⁸⁴	YES ⁶⁸⁵	YES ⁶⁸⁶	No ⁶⁸⁷
Hotjar Ltd, Dragonara Business Centre, 5th Floor, Dragonara Road, Paceville St Julian's STJ 3141, Malta (tool for analysis of User behavior)	No ⁶⁸⁸	No ⁶⁸⁹	No ⁶⁹⁰	YES ⁶⁹¹	YES ⁶⁹²	No ⁶⁹³
Web Innovative Software Sp. z o.o., ul. Bierutowska 57-59, 51-317 Wrocław (wfirma.pl system for issuing invoices)	No ⁶⁹⁴	No ⁶⁹⁵	No ⁶⁹⁶	YES ⁶⁹⁷	No ⁶⁹⁸	No ⁶⁹⁹

Appendix No. 4 to the Terms of Service⁷⁰⁰ Rules for dealing with Content that is or may be illegal⁷⁰¹

1. Transmission of Content⁷⁰²

1.1 The Subscriber's use of the Services provided by the Service Provider enables the Subscriber to transmit Content to the Service Provider for the purpose of its storage at the Subscriber's request in the Cloud Service⁷⁰³.

1.2 It is forbidden to transmit Content that ⁷⁰⁴

- * a. constitutes illegal content within the meaning of the Digital Services Act ⁷⁰⁵ or
- * b. is inconsistent with the Terms of Service⁷⁰⁶.

1.3 Content inconsistent with the Terms of Service shall mean Content that: ⁷⁰⁷

- * a. contains spam⁷⁰⁸;
- * b. serves to conduct activities prohibited by law, e.g., attempts at fraud and financial extortion⁷⁰⁹;
- * c. incites violence against any living beings, including animals, or praises such violence⁷¹⁰;
- * d. promotes any fascist or other totalitarian state system⁷¹¹;
- * e. incites hatred based on gender, sexual, national, ethnic, racial, religious differences, or due to non-belief, or praises such hatred⁷¹²;
- * f. insults a group of people or individual persons because of their gender, sexual, national, ethnic, racial, religious affiliation, or because of their non-belief⁷¹³;
- * g. contains content of a chauvinistic or misogynistic nature, as well as bearing the hallmarks of gender discrimination⁷¹⁴;
- * h. violates personal rights⁷¹⁵;
- * i. violates copyrights⁷¹⁶;
- * j. incites dangerous behavior or praises such behavior⁷¹⁷;
- * k. violates the applicable legal order or good customs in a manner other than specified in points a - j⁷¹⁸.

1.4 If the Service Provider obtains credible information about the possibility of committing a crime or offense in connection with the transmitted Content, the Service Provider is entitled and obliged to notify the relevant services or public authorities about it⁷¹⁹. The same applies

if services or public authorities address the Service Provider with a request to provide data, in particular for the needs of ongoing civil or criminal proceedings⁷²⁰.

2. Reporting Illegal Content⁷²¹

2.1 The Service Provider is not obliged to preemptively control the Content, in particular through preventive control or in any other form of checking the Content⁷²². The Service Provider conducts verification after receiving a report⁷²³.

2.2 Any person or any entity may report to the Service Provider the presence in the Cloud Service of Content that the person or entity considers to be illegal Content within the meaning indicated in the Terms of Service⁷²⁴.

2.3 The report may be submitted: ⁷²⁵

* a. by e-mail to the address: kontakt@thulium.pl ⁷²⁶

* b. via the contact form located at <https://thulium.com/> ⁷²⁷

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2.4 The report must contain all elements required by the Digital Services Act, such as: ⁷²⁸

* a. a sufficiently substantiated explanation of the reasons why the person or entity alleges that the Content is illegal⁷²⁹;

* b. a clear indication of the precise electronic location of the information, such as the exact URL or exact URLs, and, where applicable, additional information enabling the identification of the Content, depending on the type of Content⁷³⁰;

* c. the name and surname or name and e-mail address of the person or entity making the report, with the exception of a report concerning information considered to be related to one of the crimes referred to in Art. 7313-7 of Directive 2011/93/EU⁷³²;

* d. a statement confirming the good faith belief of the person or entity making the report that the information and allegations contained therein are correct and complete⁷³³.

2.5 Upon receipt of the report referred to in point 2.3, the Service Provider immediately confirms receipt of the report to the reporting person electronically, to the provided electronic address⁷³⁴. If the report is incomplete or contains other errors, the Service Provider may ask the reporting person to supplement or correct the report⁷³⁵. If the reporting person fails to supplement or correct the report no later than within 14 days from the date of the Service Provider's request, the report will be left unexamined⁷³⁶.

2.6 The verification of the Content by the Service Provider will take place no later than within 14 days from the date of receipt of the complete and correct report⁷³⁷. The Service Provider conducts the verification in a non-arbitrary, objective, and diligent manner⁷³⁸. The Service Provider may request additional information or documents from the reporting person for the purpose of verifying the Content, e.g., ⁷³⁹confirming the possession of rights that the verified Content potentially infringes⁷⁴⁰.

2.7 During the verification, the Service Provider is entitled to block the Content in such a way that it becomes invisible to the Subscriber and/or their Users⁷⁴¹.

2.8 After verification, the Service Provider may: ⁷⁴²

- * a. permanently block or delete the Content as violating the Terms of Service⁷⁴³,
- * b. temporarily block the User's or Subscriber's access to one or more functions or the Service (time-out)⁷⁴⁴,
- * c. permanently block the User's or Subscriber's access to at least one function or the Service (ban) ⁷⁴⁵ or
- * d. deem that the Content does not violate the Terms of Service⁷⁴⁶.

2.9. If the Content was previously blocked, and after verification it turned out that the Content does not violate the Terms of Service, the Service Provider immediately restores the Content and notifies the reporting person, providing a justification for its decision⁷⁴⁷.

2.10. The actions taken by the Service Provider in relation to illegal Content depend primarily on its nature (e.g., crime), severity (e.g., threats of death or violence), frequency (in relation to the total number of individual information and in relation to a given time interval), its consequences (e.g., whether anyone was harmed), as well as the intent of the acting person responsible for the illegal Content, if it is possible to identify it⁷⁴⁸. The Service Provider acts in an objective, non-discriminatory, and proportionate manner, with due regard to the rights and legitimate interests of all involved persons and entities⁷⁴⁹.

2.11. If the Service Provider identifies illegal Content, it will be deleted in every case, as this is the only way the Service Provider can ensure that other people cannot become familiar with the illegal Content⁷⁵⁰.

2.12. In the event of a serious or repeated violation of applicable law or the Terms of Service, the Service Provider may impose a time-out (a temporary penalty, usually for several days) after a prior warning, the duration of which depends on the severity and frequency of the violations⁷⁵¹. Depending on the aforementioned criteria, the time-out may apply only to one or several functions or the entire Service⁷⁵².

2.13. Permanent blocking is an exceptional case and is only considered after a prior warning and in the case of particularly serious or frequent violations⁷⁵³. Depending on the aforementioned criteria, the ban may apply only to one or several functions or the entire Service⁷⁵⁴.

2.14. In the event the Service Provider takes the above measures, the Service Provider will always explain the decision, if the Service Provider has the appropriate electronic contact details⁷⁵⁵. The Service Provider will explain what restrictions it imposes, the facts and circumstances on which it bases its decision, and will also inform about the possibilities of pursuing claims against the issued decision⁷⁵⁶.

3. Appeals ⁷⁵⁷

3.1. In the event that: 758

- * a. The Service Provider has not taken adequate action regarding the Content, despite the report⁷⁵⁹;
- * b. actions were taken regarding the Content inconsistent with the provisions of the Terms of Service⁷⁶⁰;
- * c. The Service Provider applied any sanctions related to the Content⁷⁶¹;

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the person or entity that transmitted the Content, or the person or entity that reported the Content for verification, may submit an appeal⁷⁶².

3.2. Every decision of the Service Provider related to the Content must contain a justification that will enable the submission of an appeal - with the exception of situations where the Service Provider receives an order related to the Content from the relevant service or public authority⁷⁶³. The justification must meet the requirements provided for in the Digital Services Act⁷⁶⁴.

3.3. An appeal can be submitted by sending the appeal: 765

- * a. to the electronic address kontakt@thulium.pl⁷⁶⁶;
- * b. in writing, by registered letter to the Service Provider's registered office address⁷⁶⁷.

3.4. The appeal should contain: 768

- * a. the name and surname (or company name) of the appealing party⁷⁶⁹;
- * b. contact details⁷⁷⁰;
- * c. detailed justification as to why, in the appealing party's opinion, the Service Provider's decision was incorrect and should be changed⁷⁷¹.

3.5. Upon receipt of the appeal, the Service Provider immediately confirms its receipt electronically, to the provided electronic address⁷⁷².

3.6. Appeals are considered within 14 days from the date of submission of the appeal⁷⁷³.

4. Contact Point⁷⁷⁴

4.1. Member State authorities, the European Commission, and the Digital Services Board may contact the Service Provider using the contact point regarding matters specified in Art. 775¹¹ of the Digital Services Act, by writing to the e-mail address: kontakt@thulium.pl⁷⁷⁶.

4.2. Contact is possible in Polish or English ⁷⁷⁷.

4.3. Every person or entity using the Services may contact the Service Recipient regarding matters related to the implementation of the provisions of this Appendix, by writing to the address: kontakt@thulium.pl 778.