

## TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES ON THE SOLVBOT WEBSITE

### 1. GENERAL PROVISIONS

1. The Terms and Conditions define the rules for the provision of Services by the Service Provider electronically to the Service Recipients via the Website located at: [www.solvbot.pl](http://www.solvbot.pl) and [www.solvbot.com](http://www.solvbot.com), including the rights and obligations of the Service Provider and the Service Recipients.
2. The Terms and Conditions are available free of charge on the Website in a manner that allows you to obtain, reproduce and record its content. The Service Recipient who concludes the Agreement receives an e-mail containing an attachment with the current Terms and Conditions.

### 2. DEFINITIONS

- 1) **Terms and conditions** - these terms and conditions for the provision of the "Solvbot" service;
- 2) **Contract** - a contract for the provision of services, concluded by the Service Provider and Service Recipient in order to start or continue using the Service;
- 3) **Service Provider** - Solvbot sp. z o.o., ul. Lipowa 3/21, 30-702 Kraków, NIP 6793193562, entered into the Register of Entrepreneurs at the District Court for Kraków-Śródmieście, 11th Commercial Division of the National Court Register under KRS number: 0000818817
- 4) **Service Recipient (Client)**- an entrepreneur within the meaning of art. 43<sup>1</sup> the Civil Code (including: a natural person, a legal person or an organizational unit without legal personality) for whom the Service Provider provides a paid Service, the Service Provider does not provide services to consumers;
- 5) **User** - a natural person who is an employee or contractor of the Service Recipient who uses the Website;
- 6) **Active User** - a User who in a given billing month had an active Account on the Website, regardless of the actual use of the Website;
- 7) **Website** - a web application used to automate office processes and electronic circulation of documentation, addressed to entrepreneurs providing legal services, including as restructuring advisors, implemented on the website at: [moja.kancelaria.solvbot.pl](http://moja.kancelaria.solvbot.pl), via which the Service Provider provides services to the Service Recipient;
- 8) **Service** - a service provided by the Service Provider to the Service Recipient enabling access to and use of the Website;
- 9) **Program** - all computer software with a graphical interface, a database constituting a work within the meaning of the Act on Copyright and Derivative Rights - which the Service Recipient uses as part of the Service of using the Website;
- 10) **Act on Copyright and Derivative Rights** - the Act on Copyright and Derivative Rights of February 4, 1994 (Journal of Laws 1994 No. 24 item 83, as amended);
- 11) **Service Recipient's Account** - a space of the Site set aside for the Service Recipient, for the duration of the Service, which contains data entered by the Service Recipient or entered on behalf of the Service Recipient, to which the Service Recipient has access after providing valid Access Data;
- 12) **User Account** - an individual User profile that has access to data within the Service Recipient's Account;
- 13) **Demo Account** - Client Account created for the purpose of using the demo version of the Website;
- 14) **Access Form** - a form enabling the registration of the Service Recipient and the User;
- 15) **Access Data** - login, password, email address and other information required in the Access Form and then used by the Service Recipient to gain access to the Service Recipient's or User's Account,

- 16) **Service Package** - types of Services provided by the Service Provider - differing in functionalities and target group,
- 17) **Active Case** - individual proceedings, marked with an individual reference number or other identifier in the absence of a reference number, from the moment it is entered into the Website by the Service Recipient until the submission of the final report to the court and its marking by the Service Recipient: "Proceeding completed / final report submitted", Active Cases include both consumer and corporate conduct;
- 18) **Business day** - Monday - Friday, excluding public holidays.

### 3. SERVICE PROVISION RULES

1. The Service Provider provides the Service to the Service Recipient via the Website on the terms and conditions specified in the Agreement, the Terms and conditions and annexes to the Terms and conditions.
2. To start using the Service, the Client selects the appropriate option on the Website, which automatically creates a Demo Account and activates the demo version of the Website. Conclusion of the Agreement will require selecting the Demo Option, accepting the Terms and Conditions and the Privacy Policy, as well as selecting the option "I order access to the Service with the obligation to pay". The contract is concluded when the Client receives an e-mail confirming its conclusion. The demo version is active for 14 days. When using the demo version, the Service Provider contacts the Service Recipient in order to present the operation of the system and familiarize with its functionalities.
3. In order to use the Service, the Service Recipient is obliged to indicate the Access Data via the Access Form. Submitting the Access Form enables the creation of Accounts for Users who will use the Service.
4. Completing and submitting the Access Form is equivalent in effect and means that:
  - a. The Service Recipient is entitled to create an Account;
  - b. the information provided by the Service Recipient are true and up-to-date;
  - c. The Service Recipient undertakes to update the data provided by him immediately after their change.
5. On the last day of the demo version, the Service Recipient will automatically receive a message about the available options for concluding another Agreement for the use of the Website and possible options for payment or termination of cooperation. The Client will have 3 days to choose the appropriate option.
6. If the option of concluding the Agreement is selected, the Service Recipient will be redirected to the website where she/he will confirm her/his willingness to conclude the Agreement and continue using the Services. Conclusion of the Agreement will require the selection of the appropriate Package, acceptance of the Terms and Conditions and the Privacy Policy, as well as selecting the option "I order access to the Service with the obligation to pay". The contract is concluded when the Client receives an e-mail confirming its conclusion.
7. Selecting the option of terminating cooperation and deleting the Account will result in deleting the Demo Account. Failure to make the selection within the time limit specified in section 5 will also delete the Demo Account on the Website. In this case, the Service Provider reserves the right to contact the Service Recipient within 6 months after deleting the Account in order to verify opinions on the use of the Website.
8. Users may start using the Service after logging in to an individual Account. The Service Provider allows you to set up two-factor authentication by logging in directly on the Website and via a code received via text message. For security reasons, the Service Provider

recommends Users to use the two-factor authentication option, in order to ensure the highest possible security of data contained on the Website. After logging in, the User may use the Website within the scope of a given Service Recipient Account.

9. In the event of logging into the Account from a new device, the Service Provider sends Users information about such logging in to their e-mail address.
10. Appendix No. 4 to the Terms and conditions contains the Minimum Security Standards applied by the Service Provider in the scope of the AWS cloud services it uses.
11. The website is addressed to entrepreneurs operating in the legal industry, regardless of their formal qualifications or education. The Service Provider does not verify the skills, education or authorizations of the Service Recipient or Users in terms of conducting activities in the field of legal advice, legal services or conducting proceedings before state authorities. Using the Website does not guarantee the correctness or effectiveness of actions taken as part of business activity, and is only a tool that, through the functionalities offered, is to facilitate the management of the work of the Service Recipient and Users.
12. The Service Recipient and the User undertake to use the Services in accordance with the law, in particular:
  - a) comply with the prohibition on the processing of unlawful data, in particular comply with the provisions of art. 8 sec. 3 point 2 lit. b) the Act on the provision of electronic services (Act of 18 July 2002 - Journal of Laws No. 144, item 1204, as amended),
  - b) respect the rights of third parties, including compliance with the principles of personal data processing as well as copyright and other rights on intangible assets,
  - c) not to disclose Access Data to unauthorized entities, including third parties unauthorized to use the Service,
  - d) refrain from any activities that hinder or prevent the use of the Website or otherwise unlawfully affect its functioning.
13. The Service Provider shall not be liable in the event of a break or disruption in the use of the Service (including loss, leakage, unlawful interference with the content of data) by the Service Recipient caused by force majeure (in particular acts of cyberterrorism), equipment failures, power outages, interruptions in connection with the Internet, unauthorized or erroneous interference with the content of the Service Recipient or third parties, incorrect operation of telecommunications or hosting systems, software installed on the Service Recipient's computer hardware, non-compliance by the Service Recipient with the rules of safe use of the Website.
14. Using the full functionality of the Website, including starting to use demo version, conclusion of the Agreement and setting up an Account is possible after fulfillment by the Service Recipient and the User of the technical conditions indicated in Appendix no 1 to these Terms and conditions. Using outdated operating systems or web browsers or failure to meet other technical requirements indicated by the Service Provider may cause the inability to use or limit the possibility to use the full functionality of the Website.
15. The Service Provider undertakes to keep copies of information or documents entered into the Website in the event of their loss due to errors in the Website or unlawful actions of third parties. Notwithstanding the foregoing, the Service Recipient is obliged to make ongoing and systematic backups of information, documents and data on their own.
16. To the extent permitted by the mandatory provisions of law, the Service Provider is liable to the Service Recipient only for actual losses, and his liability is limited to the amount of the net remuneration for one year of providing services by the Service Provider.
17. It is forbidden for the Service Recipient to enter personal data, information, documents constituting classified information within the meaning of the Act of 5 August 2010 on the protection of classified information. In addition, the Service Recipient is obliged to enter

personal data into the Website, taking into account the principle of minimization and legality, as well as other rules resulting from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to data processing personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR).EC. In the event of entering data, information, documents in violation of the above Act or the rules provided for in the GDPR, the Service Provider shall not be liable under the Agreement towards the Service Recipient or the data subjects.

18. To the extent permitted by applicable Polish law, the Service Provider's liability towards the Service Recipient is limited to the scope of liability of Amazon Web Services based in Luxembourg towards the Service Provider, resulting from the content of the "AWS Customer Agreement" available at: <https://aws.amazon.com/agreement/> .
19. The Program, Website and other content made available to the Service Recipient by the Service Provider are subject to legal protection, and their violation by the Service Recipient or User gives rise to liability for damages towards the Service Provider.
20. . During the term of the Agreement and after its termination, the Parties undertake to keep confidential all data constituting a business secret of the other Party to the Agreement.
21. The Service Provider may provide the Newsletter service, which consists in sending free information about the Service Provider's activities to all persons who subscribe to the Newsletter and agree to receive it. In this case, the service will be provided until the user withdraws his consent.

#### **4. REMUNERATION**

1. The use of the Website is payable, unless otherwise provided in these Terms and conditions or the Contract.
2. Using the demo version of the Website as part of the Demo Account referred to in point 2 para. 2 is free.
3. 3After the demo version is completed, the Service Recipient has the following options to choose from:
  - a) conclusion of a paid Agreement for the use of the Website for an indefinite period;
  - b) concluding a free Agreement for the use of the Website for an indefinite period as part of the free package;
  - c) removing the Account from the Website.
4. If the option indicated in sec. 3 lit. a is chosen the Service Recipient has the following payment options to choose from:
  - a) Payment by automatically charging the Service Recipient's credit card on the basis of a pro-forma invoice or
  - b) Payment by bank transfer to the Service Recipient's bank account based on a pro-forma invoice with a two-week payment deadline.
5. The remuneration is payable monthly, in arrears, for each month of providing the Services, starting from the transition to a paid service package.
6. The remuneration, depending on the selected package, is the sum of fees for each Active User or the sum of fees for each Active User and for Active Cases in a given month. The price list may indicate the minimum remuneration payable for the Services.
7. The remuneration is determined on the basis of Active Cases or Active Users on the Website as at the last day of the settlement month.

8. The amount of remuneration for a given Active Case or Active User is fixed, regardless of the date of obtaining the status of an Active Case or the date of setting up an Account for an Active User.
9. A pro-forma VAT invoice is issued on the first day following the end of a given billing month. Each pro-forma invoice is accompanied by a document containing reference numbers of proceedings or another identifier in the absence of reference numbers subject to settlement, and an indication of the number of Active Users.
10. In the event of payment by charging the Service Recipient's credit card, the card will be charged by the Service Provider immediately after issuing a pro-forma invoice. If payment by bank transfer is selected, the Service Recipient is obliged to make the payment within 14 days from the date of issuing the pro-forma invoice. The inability to charge the card or the lack of payment within the time limit indicated above will result in an automatic blocking of access to the Website - suspending the provision of Services. In this case, the Service Recipient will be able to conditionally obtain access to the Website for a period of 3 days in order to clarify doubts regarding the payment and its settlement. If it is not possible to charge the card within 3 additional days or if the transfer is not made within this period, the Service Recipient's Account together with the associated User Accounts will be blocked until the payment for the Services is made. Failure to make payment constitutes a material breach of the Agreement, entitling the Service Provider to terminate the Agreement without observing the notice period. A VAT invoice is issued immediately after receiving the payment and is sent to the Service Recipient's e-mail address.
11. During the term of the Agreement, the Service Provider does not charge any additional fees for storing archived cases - the costs are covered by the remuneration. The size of the stored files may not exceed the limits for individual service packages, indicated in the Price List.
12. Within a month after the end of the Agreement, the Service Provider returns to the Service Recipient in digital form the data and information collected so far.

## 5. DESCRIPTION OF THE SERVICE PACKAGE

1. The Service Provider will provide the Service Recipient with the Service indicated in the Contract - according to the Service Package described below.
2. The Service Provider is entitled to change the Service during the term of the Contract, including adding new functionalities, improving existing functionalities or removing obsolete functionalities or functionalities not used by Users, while maintaining the general functionalities of the Packages. The changes described in this point do not constitute an amendment to the Agreement and do not require an amendment to the Terms and conditions.
3. As part of the Service, the Service Provider offers the following Service Packages:
  - a) **Solo** - a package addressed to entrepreneurs running a small law firm, containing basic functionalities to facilitate the management of the law firm;
  - b) **Basic** - a package addressed to entrepreneurs running small law firms, containing an extended scope of functionalities in the field of law firm management;
  - c) **Advanced** - a package addressed to law firms, containing additional functionalities in the field of e.g. file storage size limit, integration with external portals and other advanced options;
  - d) **INSO** - a package addressed to restructuring advisors, containing functionalities dedicated to this professional group, including functionalities of an economic nature, and support of the Service Provider;
  - e) **INSO Premium** - a package addressed to restructuring advisors operating in complex teams and consortia.
4. The detailed scope of the Services, including fees, is indicated in the Price List, constituting Appendix 5 to these Terms and Conditions.

5. The Service Provider is entitled to introduce additional services not covered by the above packages and additionally paid. The Service Provider will inform about the possibility of using such additional services and the terms of payment for these services on the Website through appropriate messages or regulations. The introduction of additional services does not mean changes to these Terms and Conditions or the Agreement, and the Service Recipients will not be obliged to use these Services.

## **6. COMPLAINTS AND TROUBLESHOOTING**

1. Complaints regarding the Services may be submitted by the Service Recipient via e-mail to the following address: [pomoc@solvbot.pl](mailto:pomoc@solvbot.pl) with a precise description of the problem. The Service Provider recommends that the complaint should contain the following information:
  - a) designation of the Service Recipient or User to whom the notification relates,
  - b) description of irregularities,
  - c) date of occurrence and duration of irregularities,
  - d) any screenshots from the screen of a mobile device indicating errors or irregularities in the functioning of the Website.
2. Complaints will be considered by the Service Provider immediately, no later than within 30 calendar days from the date of filing the complaint.

## **7. TERMINATION OF THE AGREEMENT**

1. The Service Recipient has the right to terminate the Agreement concluded for an indefinite period with one month's notice with effect at the end of a full month. The Service Recipient has the right to terminate the Agreement concluded for a period of 14 days at any time with immediate effect.
2. The Service Provider may terminate the Agreement concluded for an indefinite period with a 3-month notice period.
3. The Service Provider may terminate the Agreement concluded for a definite period of 14 days and for an indefinite period with immediate effect in the event of a persistent or significant breach of the Agreement or the Terms and conditions by the Service Recipient, despite the ineffective expiry of the additional period of 7 days to cease violations or the 3-day period referred to in in point 11 par. 3.

## **8. PROTECTION OF PERSONAL DATA**

1. The controller of the Service Recipient's personal data and Users' personal data provided by the Service Recipient to the Service Provider in connection with the performance of the Agreement is the Service Provider. Information on the processing of the Service Recipient's personal data is contained in the Privacy Policy available [here](#).
2. The controller of personal data of persons other than the Service Recipient and end users, entered by the Service Recipient to the Website, Program, is the Service Recipient. The processing of data by the Service Recipient concerning persons other than the Service Recipient and end users takes place on the basis of the Data Processing Agreement, constituting Appendix 2 to these Terms and conditions. The list of further processing entities is attached as Appendix 3 to the Terms and conditions.

## **9. TECHNICAL INTERRUPTIONS IN THE PROVISION OF SERVICES**

1. The Service Provider does not guarantee the continuity of the Services.
2. The Service Provider, upon prior notification to the Service Recipient of this fact, has the right at any time, without giving any reason, to disable or limit access to the Website in order to introduce improvements or carry out necessary repairs and maintenance works. These

activities, except for random or unplanned events, will be carried out, if possible, on business days between 10:00 p.m. and 6:00 a.m. or on days other than business days.

3. Within the scope of mandatory provisions of law - technical breaks in the operation of the Website cannot be the basis for submitting any claims by the Service Recipient.

## **10. FINAL PROVISIONS**

1. The Parties exclude the possibility of making mutual deductions.
2. The Service Provider reserves the right to amend the content of the Terms and conditions and its individual appendices.
3. The Service Provider will inform the Service Recipient about changes to the Terms and Conditions 30 days in advance, in electronic form to the Service Recipient 's e-mail address provided when concluding the Agreement. The amended Terms and Conditions are binding for the Service Recipient, unless he submits a notice of termination of the Agreement within 21 days from the date of receipt of information about the change in the Terms and Conditions with a 7-day notice period.
4. The Service Provider reserves the right to change the remuneration or the rules for its determination, as well as the scope of individual services indicated in the Price List of Services. In the event of a planned change of the Price List for Services, the Service Provider will send a relevant notification via e-mail to the Service Recipient's address, not later than 30 days before the planned change. In this case, the Service Recipient will be entitled to terminate the Agreement within 14 days of receiving the notification of the planned change, while the statement in this regard must be made in writing or in documentary form via e-mail. No termination of this Agreement in the above-mentioned within the indicated period means acceptance of the new Price List for Services. In such a case, the new Price List for Services enters into force on the date indicated in the notification. If any of the provisions of the Terms and conditions are or become invalid or ineffective, this does not affect the validity of the remaining provisions.
5. If any of the provisions of the Regulations are or become invalid or ineffective, this does not affect the validity of the remaining provisions.
6. The Parties undertake to settle any disputes through negotiations, and in the event of failure to reach an agreement, these disputes will be submitted to the common court competent for the seat of the Service Provider.
7. Appendices to the Regulations, constituting its integral part and binding for the Parties, are:
  1. Technical requirements,
  2. Agreement to entrust the processing of personal data.
  3. List of further processors.
  4. Minimum Security Standards.
  5. Price List of Services.