

Terms and conditions for the provision of electronic services Edamame Agency

CHAPTER I. GENERAL PROVISIONS

§ 1

1. These Terms and Conditions set out the general principles for the provision of electronic services by Edamame Agency and will be hereinafter referred to as "Terms and Conditions" or "General Terms and Conditions".
2. Edamame Agency operates in Krakow, Wladyslaw Lokietka 156J/2, 31-334, REGON 120436428, NIP 6772153818.
3. Edamame Agency will be hereinafter referred to as "Provider".
4. Services may be provided both to Consumers and non-Consumers, unless the current offer, Price Lists, Technical Specifications or Special Regulations provide otherwise.

§ 2

Terms used in this document mean:

1. "Failure" - an irregularity in the provision of the Service by the Provider, resulting in an interruption of the Service or a significant reduction in its quality;
2. "Price List" - a document specifying the Services provided by the Provider, together with their prices. Price lists, as defined in the Regulations, are also documents referred to as promotional regulations and the Invoice;
3. "Business day" - a day from Monday to Friday, excluding public holidays;
4. "Invoice" - a document with information on the dues payable for selected Services, together with the data necessary for payment, as well as their due date and other data required by law for an invoice;
5. "Business Hour" - a clock hour falling entirely within a Business Day;
6. "Customer" - an entity that is a party to the Contract with the Provider or seeks to enter into it, and in the case of an individual must additionally have at least limited legal capacity and be at least 16 years of age;
7. "Consumer" - a Customer who is a natural person performing a legal action with the Provider (e.g., conclusion, amendment, termination or withdrawal from the Agreement) not directly related to his/her economic or professional activity, or who enters into a contract with the Provider directly related to his/her economic activity, when the content of the contract indicates that it is not of a professional nature for that person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity;
8. "Electronic signature" - a qualified electronic signature within the meaning of the Civil Code and the Law of September 5, 2016 on trust services and electronic identification;

9. "Provider's Representative" - a person authorized to represent the Provider to the Customer in matters relating to the Contract;
10. "Terms and Conditions " - collectively, the General Regulations and the Special Regulations;
11. "Special Regulations" - regulations for the provision of individual Services;
12. "Force majeure" - an external event beyond the control of the Parties, impossible or significantly difficult to predict and prevent, such as, for example, wars, natural disasters, strikes and acts issued by public authorities;
13. "Technical Specification" - a document specifying detailed technical data on the provision of a particular Service;
14. "Party" - the Customer or Provider bound by the Agreement, collectively referred to as the "Parties";
15. "Website" - the Provider's website, located on the Internet at edamame.agency;
16. "Durable medium" - paper or electronic mail, including an attached electronic PDF file;
17. "Digital content" - data produced and delivered in digital form (e.g., computer programs, applications or texts);
18. "Digital Service" - a service that allows the Consumer to:
 - a. the production, processing, storage or access to data in digital form,
 - b. the sharing of data in digital form that has been transmitted or produced by the Consumer or other users of this service,
 - c. other forms of interaction through data in digital form;
19. "Contract" - a contract for the provision of Services concluded between the Customer and the Provider;
20. "Agreement concluded at a distance" - an Agreement concluded with the Consumer without the simultaneous physical presence of the Parties, using only an electronic Signature, via e-mail or electronic form;
21. "Contract concluded outside the Provider's business premises". - A contract concluded with a Consumer:
 - a. with simultaneous physical presence of the Parties at a place that is not the Provider's Business Premises, or
 - b. as a result of acceptance of an offer made by the Consumer in the circumstances referred to under a. above or
 - c. at the Provider's Business Premises or by means of remote communication immediately after individual and personal contact has been established with the Consumer at a place that is not the Provider's Business Premises, with the simultaneous physical presence of the Parties;
22. "Terminal Equipment" - the Customer's equipment, in particular a router or computer, intended for use of the Services and meeting the requirements specified in the Specific Regulations or Technical Specifications;
23. "Services" - services provided electronically by the Provider, as specified in the Special Regulations, Technical Specifications and Price Lists;

24. "Act" - the Act of July 18, 2002 on the provision of services by electronic means;
25. "Order" - the Customer's statement, accepted by the Provider, of its intention to enter into an Agreement with the Provider for the provision of the Provider's Services selected by the Customer from the Provider's current offer. The Order is an integral part of the Contract.

§ 3

1. The Provider shall provide the Services to the extent and on the terms and conditions set forth in the Agreement, Regulations, Price Lists and Technical Specifications, and the Customer undertakes to comply with them.
2. The provisions of the Agreement, Price Lists (including promotional regulations), Special Regulations and Technical Specifications shall take precedence over the provisions of the General Regulations different from them.
3. The Provider may use third parties in performing its obligations under the Agreement.
4. Regulations and Price Lists (except for the Invoice) shall be made public on the Website.
5. The conclusion of the Agreement shall be conditional on the Customer becoming familiar with and accepting the content of the Regulations and Price Lists.
6. In the case of an Agreement concluded away from the Business Premises (and therefore not applicable to a Contract concluded remotely), the documents indicated in section 5 shall be made available to the Consumer on paper, and with his consent - on another Durable Medium.

CHAPTER II. CONCLUSION OF THE AGREEMENT

§ 4

1. Subject to section (2), the Agreement may be concluded:
 - a. in writing;
 - b. in electronic form using an Electronic Signature;
 - c. using an electronic means of communication, in particular in the form of an electronic form posted on the Website or by e-mail. The above provisions do not exclude the necessity to meet specific conditions for the conclusion of the Agreement, as specified in the Agreement, Regulations or Technical Specifications.
2. The method of concluding the Contract indicated in section 1 letter a and letter b, may depend on the current technical capabilities of the Provider. In order to conclude the Agreement in the manner indicated in section 1 letter a or letter b, the Customer should contact the Provider in each case.
3. The Agreement is concluded on the basis of the Order placed by the Customer in the manner specified in section 1. Once the Agreement is concluded, the Order becomes an integral part of the Agreement.

4. Immediately before placing the Order, the Provider shall provide the Consumer with information regarding:
 - a. the selected offer and its main features;
 - b. the method of communication with the Consumer;
 - c. all payments due to the Provider, including payments due in one billing period;
 - d. the duration of the Contract and the rules for its termination;
 - e. the minimum duration of the Consumer's obligations under the Contract.
5. Immediately after the Order is placed, the Provider shall provide the Customer with a confirmation of acceptance of the Order (constituting an offer to conclude the Agreement), to which it attaches on a Durable medium:
 - a. the contents of the Order specifying in particular: Services covered by the Order, the Provider's charges for their provision and the duration of the Contract;
 - b. for Consumers, the documents (Regulations, Price Lists, Technical Specifications) applicable to the Services selected by the Customer,
 - c. in the case of Consumers, when the subject of the contract is the provision of Digital Content, confirmation of receipt of consent to the provision of Digital Content under circumstances causing the loss of the right to withdraw from the contract.
 - d. Invoice.
6. The contract shall be concluded upon acceptance of the Provider's offer by the Customer, consisting of payment of the amounts indicated in section 5(d) by the date indicated therein. The relevant accounting document will be issued and delivered to the Customer in accordance with the provisions of generally applicable law.
7. In case of failure to accept the Provider's offer, understood as failure to pay the amounts due in the manner specified in paragraph 6, the Agreement shall not be concluded.
8. In the case of an Agreement concluded outside the Provider's business premises (and therefore not applicable to an Agreement concluded at a distance), the Provider shall issue to the Consumer a confirmation of its conclusion recorded on paper or, with the consent of the Consumer, on another durable medium.
9. The Consumer may, within 14 days from the conclusion of the Agreement concluded at a distance or the Agreement concluded off-premises, withdraw from the Agreement without giving any reason and without incurring any costs, except for the costs indicated in the instruction on withdrawal from the Agreement (appendix to the Terms and Conditions), under the rules set forth in detail in this instruction.
10. The right of withdrawal referred to in section 9 shall not apply to Contracts:
 - a. for the supply of Digital Content for which the Consumer is obliged to pay the price, which are not recorded on a tangible medium, if the performance

has begun with the express and prior consent of the Consumer who has been informed before the start of the performance that after the performance will lose the right to withdraw from the Agreement, and has acknowledged this, and the Provider has provided the Consumer with confirmation of receipt of such consent and the loss of the right to withdraw from the Agreement by the Consumer.

- b. for the provision of Services, if the Provider has performed the Service in full with the express consent of the Consumer, who has been informed before the start of the performance that after the Provider's performance he will lose the right to withdraw from the Agreement for the provision of Services (including Digital Services), for which the Consumer is obliged to pay the price, if the Provider has fully performed the Service (including Digital Services) with the express and prior consent of the Consumer, who was informed before the performance that after the Provider's performance he will lose the right to withdraw from the Agreement, and has acknowledged this;
- c. whose object of performance is a non-refabricated thing, produced to the Consumer's specifications or serving to meet his individualized needs;
- d. whose object of performance is an item which, after delivery, due to its nature, becomes inseparable from other items;

§ 5

1. The Agreement may be concluded only for a definite period of time, indicated in the contents of the Order, equal to the billing period for a given Service, unless the individually agreed provisions of the Agreement between the Provider and the Customer who is not a Consumer will provide for the conclusion of the Agreement for a different period of time or for an indefinite period of time.
2. In the case of conclusion of an Agreement covering different Services, the periods of validity and billing periods and payment terms for individual Services shall be calculated independently.
3. If the Agreement is concluded for an indefinite period, it shall constitute the minimum period of the Customer's obligations under the Agreement.
4. The Provider shall send to the Customer, at its e-mail contact address indicated in the Order or Agreement, a notice of the impending expiration of the term of the Agreement, at least 14 days prior to its expiration.
5. The Provider shall attach to the notice referred to in section (4) information about the possibility of concluding an Agreement for another definite period. The Agreement for the next fixed term, shall be concluded by the Customer's acceptance of the Provider's offer, by paying the amount due in the manner specified in the offer. If the Customer has not accepted the offer by the end of the current term of the Contract, the Contract shall expire at the end of the period for which it was concluded.

6. In the case of Customers who are not Consumers, payment of the dues referred to in section 5, after the expiration of the term of the Agreement, shall be understood as placing an Order by the Customer to conclude a new Agreement on the same terms and conditions as if the payment had been made before the expiration of the term of the Agreement. The procedure for conclusion of the Agreement specified in § 4 shall apply accordingly.
7. Notwithstanding the provisions of paragraphs 4-6, the Provider, may inform the Customer about the status of the Service additionally at other times, including the possibility of resumption of the Service, also after the expiration of the term of the Agreement.
8. The provisions of Paragraphs 4-7 shall not apply to Contracts for the provision of services of a one-time nature and Contracts for the provision of Services which, due to their specific nature, cannot be provided in a subsequent period.
9. The Provider shall not be liable for the consequences of the Customer's failure to conclude an Agreement for a subsequent fixed term.

§ 6

1. The Provider may condition the conclusion of the Agreement on the provision of data necessary for its conclusion. In the case of a Customer who is a natural person, this may be the following data:
 - a. surname and first names;
 - b. PESEL registration number or, if this number has not been assigned, the number of the passport, identity card or other document confirming identity;
 - c. address of permanent residence;
 - d. mailing address, if different from the address of the place of permanent residence;
 - e. data used to verify the Electronic Signature;
 - f. electronic addresses.
2. Notwithstanding the provisions of section 1, in the case of a Customer who is not a Consumer, the Provider may condition the conclusion of the Agreement further on:
 - a. providing the name and legal form of the business conducted;
 - b. to provide the Tax Identification Number;
 - c. providing the REGON number.
 - d. submission of a statement that the Agreement concluded by a given Customer is directly related to his/her business activity and that it has a professional character for him/her.
3. In order to perform the Agreements, the Provider may also process the following data, necessary due to the nature of the provision of the Services and the manner of their settlement:
 - a. telephone numbers;
 - b. technical contact data;
 - c. contact data for accounting matters.

4. The Provider may also process other Customer data that is not necessary for the provision of the Services, with the consent of the Customer.
5. The Provider may make the conclusion of the Agreement conditional on the presentation of documents confirming the accuracy of the data provided in connection with the conclusion of the Agreement, in particular, a copy of the register of economic activity, the National Court Register, as well as confirming the assigned Tax Identification Number and REGON number.
6. The Provider may also make the conclusion of the Agreement contingent on a positive assessment of the Customer's payment credibility, resulting from data in the Provider's possession or made available to it by the relevant business information bureau. In case of a negative assessment of the Customer's payment credibility, the Provider may conclude the Agreement on terms less favorable to the Customer. In particular, the Provider may demand to secure receivables arising from the Agreement by making a prepayment, as well as refuse to conclude the Agreement on promotional terms.

§ 7

1. Unless the Special Terms and Conditions or the Technical Specifications provide otherwise, the Provider agrees to begin providing the Services within no more than 30 days from the conclusion of the Agreement.
2. In the case of an Agreement concluded outside the Provider's Business Premises or an Agreement concluded at a distance, the Provider shall begin providing the Service after the expiration of the 14-day period for withdrawal from the Agreement. The Provider may begin providing the Service earlier (if technically possible), however, if this is done at the express request of the Consumer, then:
 - a. The Consumer may be required to pay the amount due for the services rendered up to the time of withdrawal, calculated in proportion to the extent of the services rendered, taking into account the price or remuneration under the Agreement;
 - b. The Consumer may lose the right to withdraw from the Agreement under the terms of § 4.10.
3. In the case of conclusion of the Agreement outside the Provider's business premises (and therefore not applicable to the Agreement concluded at a distance), the Consumer's statement requesting the commencement of the provision of the Service before the expiration of the withdrawal period should be submitted on a Durable medium.

§ 8

1. The Customer shall immediately notify the Provider of any identified interruptions of the Services.

2. The Customer agrees not to engage in any activity using the Services that violates applicable laws, rules of social coexistence and public order and established customs. In particular, it is prohibited to:
 - a. any activity causing interference with the use of services provided electronically, including the dissemination of unwanted (spam) or harmful (viruses, etc.) messages by the Client;
 - b. provision by the Customer of content of an unlawful nature or in an unlawful manner, in particular the distribution or storage of sites with pornographic content or containing illegal software;
 - c. naming the Customer's e-mail account (alias) or domain name in violation of the rights of third parties;
 - d. violating the rights of any third parties, including the Provider.
3. In the case of a Customer who is not a Consumer, the provisions of Paragraph 2 shall also apply mutatis mutandis in the event that the violations described therein arise outside the will of such Customer, in particular when their source is the Customer's website or e-mail account. The above provision does not exclude the obligation of the Customer (including the Consumer) indicated in § 9 paragraph 4.
4. The Consumer shall be obliged to cooperate with the Provider, to a reasonable extent and with the least burdensome technical means, in order to determine whether any incompatibility of the Digital Content or Digital Service with the Agreement is due to the characteristics of the Consumer's digital environment.

§ 9

1. Subject to paragraph 12, the Customer shall not be entitled to allow third parties to access the Services, in particular for remuneration.
2. In order to prevent access to the Services by unauthorized persons, the Provider may require the Customer to use an ID with a password assigned to it.
3. The Customer agrees to keep the IDs assigned to the Customer by the Provider and access passwords confidential from third parties.
4. The Customer undertakes to take all necessary measures to protect the data and software of its Terminal Equipment from unauthorized interference by third parties (in particular, through the use of appropriate passwords and the installation and ongoing updating of appropriate security software, as well as the use of a mail server whose software is protected against unauthorized use by unauthorized persons).
5. Instructions and declarations made by persons using IDs assigned to the Customer by the Provider shall be presumed to have been made by the Customer. The above presumption shall not apply to a Consumer who has exercised due diligence in securing access to his/her ID from unauthorized persons, including, in particular, fulfilling the obligations indicated in paragraphs 3-4.
6. In the event of loss of control over the tools that allow management of the Service, in particular, in the event of disclosure of the access password to unauthorized

persons, the Customer is obliged to immediately report this fact to the Provider, who is entitled to take action to restore control over the Service.

7. The Provider reserves the right to refuse to execute an instruction, related to the operation of the Service, if there is a suspicion that it was issued by an unauthorized person. In such a case, the Provider may require confirmation of the instruction by the Customer in writing or in documentary form.
8. The Provider shall not be responsible for securing the Terminal Equipment from interference by third parties, subject to the provisions of § 3.7.
9. In cases justified by a material need, the Provider reserves the right to introduce procedures to ensure that Customers raise the level of security used, in particular by requiring periodic change of passwords used or changing passwords to stronger ones.
10. In order to properly use the Service, the Customer is obliged to provide, at his own expense and expense, access to appropriate equipment, Internet and electricity.
11. The Customer shall, on its own, make and keep a backup copy of the data it processes within the Provider's ICT systems, regardless of whether the Provider also makes such copies.
12. The Customer shall have the right to authorize another entity (User) to use the Services provided to the Customer to the extent indicated in the authorization. The Customer shall promptly indicate to the Provider the User's contact information and the scope of the authorization. The Customer undertakes to further obligate the User to comply with the terms of the Agreement and shall be liable for the User's use of the Service as for its own acts, unless otherwise provided by generally applicable law.

CHAPTER III. FEES

§ 10

1. The Client shall be obliged to timely pay the fees due for a given Service in accordance with the Price List or the individual provisions of the Agreement in force for the Client on the date of provision of such Services.
2. All fees due for the provision of the Services shall be paid to the bank account indicated in the relevant document issued by the Provider and duly delivered or made available to the Customer.
3. Fees shall be due in advance. Fees shall be payable within the period indicated on the Invoice, but not shorter than 7 days from their issuance, subject to exceptions resulting from the Provider's offer, if a shorter period is a consequence of the specifics of a particular Service.
4. Detailed payment rules for individual Services, including billing periods, shall be specified in the Price List, Special Regulations or Technical Specifications. The payment rules for a specific Contract with the Customer are specified in the contents of the Order.

5. The Customer shall immediately notify the Provider of failure to receive a proper document indicating the amount due to the Provider.
6. The Provider's remuneration shall not include the Customer's costs related to access to the Services, in particular Internet access or electricity supply.
7. The Customer shall not bear the costs of using a means of remote communication to conclude the Agreement, other than those charged by the provider supplying the Customer with such means.

§ 11

1. With the conclusion of the Agreement, the Customer accepts that the Provider sends and provides him with Invoices in electronic form.
2. Electronic Invoices shall be issued and archived in accordance with applicable laws.
3. Invoices sent in electronic form shall be stored by the Customer in electronic form in the format in which they were sent, in a manner that guarantees the authenticity of their origin and the integrity of their content, as well as their legibility throughout the period of storage.

§ 12

1. The date of payment of fees by the Customer shall be the date on which the amount due is credited to the relevant bank account of the Provider.
2. The Provider shall have the right to charge the Customer with statutory interest for delay under the rules applicable in the Civil Code, however, with respect to Customers who are entrepreneurs, the Provider shall have the right to charge the Customer with interest for delay in commercial transactions as referred to in the Act of March 8, 2013 on payment terms in commercial transactions.
3. The Provider shall have the right to charge the Customer who is not a Consumer any costs incurred in connection with the collection of debts, after their due date.
4. The Provider shall credit the payments made by the Customer in accordance with the provisions of the Civil Code, including, above all, in the absence of a contrary statement by the Customer, it shall credit them against the debts that are the longest due.
5. Online payment service provider for card payments is Autopay S.A.
6. Available forms of payment:
 - a. Direct transfer
 - b. Blik payment
 - c. PayNow transfers
 - d. Payment cards: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro.
7. Order processing time is calculated from the moment of positive payment authorization.

CHAPTER IV. SCOPE OF SERVICES PROVIDED

§ 13

1. The services provided to the Customer are specified in the Order. The Provider's current offer is available on the Website and via email contact with the Provider: info@edamame.agency, or the form on the Website.
2. The Provider reserves the right to make available to the Customer, at no additional charge, additional options for the Services, as well as to improve their parameters. The exercise of the right described in the first sentence, as well as the discontinuation of the Services so made available, does not require an amendment to the Agreement, the consent of the Customer, and does not entitle the Customer to terminate the Agreement. The Provider shall inform the Consumer about the provision of additional options of the Services to the Consumer and improvements in their parameters.
3. The Provider, in accordance with Article 43q of the Consumer Rights Law, reserves the right to make a change to the Digital Content or Digital Service that materially and adversely affects the Consumer's access to or use of the Digital Content or Digital Service. If the Provider makes such a change, the Provider is obliged to inform the Consumer well in advance on a durable medium about the characteristics and date of the change, as well as about the right referred to in § 17.1.c. of the Regulations. Regulations.
4. The Provider shall exercise due diligence, resulting from the professional nature of the Services provided, and provide Services of a quality consistent with the relevant technical standards.
5. The Provider reserves the right to interrupt the Service, for example putting the customer website "under maintenance" mode, not longer than 12 hours at a time, due to the need to carry out maintenance work. The Provider will send the Customer a notice of planned interruptions longer than 1 hour to the Customer's e-mail contact address indicated in the Agreement.
6. The Customer, after authorization by the Provider, shall have the right to receive assistance directly regarding the Service provided: by telephone or e-mail, at numbers, e-mail addresses or through forms, posted on the Website.

§ 14

1. If technically possible, the Parties may unanimously extend the scope of Services provided, before the expiration of the period for which the Agreement was concluded.
2. The change referred to in section 1 shall take effect at the beginning of the next billing period, unless the Parties agree on a shorter period for the execution of the request.
3. The provisions on the conclusion of the Agreement shall apply mutatis mutandis to a change in the type of Services provided or their scope.

4. In the event of a change in the type of Services provided or their scope during the billing period, resulting in a change in fees, the Provider's remuneration for a given billing period shall be calculated in proportion to the use of such Services during the billing period.
5. For Consumers, the provisions of the preceding paragraphs shall apply mutatis mutandis to the narrowing of the scope of the Services.

§ 15

1. In order to use the Services, you need a device that uses the Internet via a current web browser. In some cases it may be necessary to accept cookies. Transfer of files to and from the server is subject to the bandwidth of your Internet connection. To use the mail service on the user's computer, a program supporting POP3 or IMAP and SMTP protocol is required. FTP client software is required to use FTP access. Detailed requirements for the use of a specific Service and information on the functionality of Digital Content, Digital Services and applicable technical measures for their protection, as well as information relevant to the compatibility and interoperability of Digital Content or Digital Services may additionally contain Special Regulations or Technical Specifications.
2. For the use of the Service and exchange of information between the Provider and the Customer, it is necessary for the Customer to have an e-mail address and indicate it in the Order/Contract.
3. All equipment and its components, necessary for the provision of the Service, shall remain the property of the Provider and shall not be claimed by the Customer, during or after the provision of the Service.

CHAPTER V. AMENDMENT TO THE AGREEMENT OR REGULATIONS, SUSPENSION OF SERVICE, TERMINATION OR EXPIRATION OF THE AGREEMENT, CHANGE OF CUSTOMER

§ 16

1. In view of the Provider's conclusion of only Fixed Term Contracts with Consumers, the terms and conditions in effect on the date of conclusion of such Contract shall apply throughout the term of such Contract.
2. The Provider may create and publish on the Website new contract templates, Regulations, Price Lists or Technical Specifications, but they shall apply only to future Agreements for a definite period.
3. If an Agreement for an indefinite period is concluded on the basis of individually agreed terms and conditions between the Provider and a Customer who is not a Consumer, new Regulations, Price Lists or Technical Specifications (including their amendments) issued by the Provider during the term of an Agreement for continuous provision of Services shall be binding on such Customer if the Provider makes them available to the Customer free of charge at least 30 days prior to their

coming into force, and the Customer does not terminate the Agreement within 14 days of such making them available.

4. The release referred to in Paragraph 3 shall be made by publication on the Website and delivery to the Customer on a Durable medium, to his/her e-mail contact address indicated in the Agreement.
5. In the event of termination of the Agreement for an indefinite period of time by the Customer referred to in paragraph 3, the Agreement for an indefinite period of time shall be terminated on the last day of the applicable notice period. Until the termination of the Agreement for an indefinite period of time, the previous provisions of the Regulations, the Price List or the Technical Specification shall apply to the Customer.
6. The provisions of this paragraph shall not exclude the right to change the terms of the Agreement by individual agreement of the Parties.

§ 17

1. The Consumer shall be entitled to terminate the Agreement with immediate effect if the Provider:
 - a. does not remove the Failure within 7 Business Days from the moment the Consumer reports the Failure;
 - b. despite being summoned and given a one-week deadline to desist from conducting activities contrary to the law or the terms of the Agreement, continues to commit the violations to which the summons referred;
 - c. makes changes to the Digital Service or Digital Content referred to in Article 43q of the Consumer Rights Act (changes that materially and adversely affect the Consumer's access to or use of the Digital Content or Digital Service). The Consumer may terminate the Agreement in the case described in this paragraph within 30 days counting from the date of the change referred to in this paragraph, or within 30 days counting from the date of informing the Consumer about this change, if the informing occurred later than this change. The right to terminate the Contract to the Consumer described in this letter shall not be granted if the Provider has provided the Consumer with the right to retain, at no additional cost, the Digital Content or the Digital Service in accordance with the Contract, in an unaltered state.
2. In the event that on the basis of the terms and conditions of the Agreement individually agreed between the Provider and the non-consumer Customer, the Agreement has been concluded for an indefinite period of time, each of these Parties shall be entitled to terminate such Agreement or a part thereof, concerning a specific type of Services of a continuous nature, with one month's notice.
3. A statement of termination or dissolution of the Agreement shall be in writing or in documentary form, otherwise being null and void.
4. In the event of termination of the Agreement or a part thereof relating to a particular Service, prior to the expiration of its term, by the non-Consumer

Customer or by the Provider, for reasons attributable to the non-Consumer Customer, the non-Consumer Customer shall not be entitled to a refund of remuneration for the remainder of the billing period in which the Agreement expired.

5. For the avoidance of doubt, it is understood that the provisions providing for the return of a part of the remuneration paid in the event of termination of the Agreement before its expiry shall apply only to Services of a continuous nature, other than those consisting of a single action by the Provider.

§ 18

1. The Provider may suspend the provision of all or an appropriate part of the Services to the Customer if:
 - a. The Customer, in spite of a summons, is late in paying all or part of the fees due, other than those indicated in § 4.5.d and § 5.5-7 (acceptance of the Provider's offer by payment), for more than 7 days after the due date;
 - b. The Customer is in breach of or does not comply with the material provisions of the Terms and Conditions, in particular those set out in § 8(2);
 - c. The Provider receives official notification of the unlawful nature of the stored data provided by the Customer;
 - d. The Provider obtains reliable knowledge of the unlawful nature of the stored data provided by the Customer. The Provider undertakes to call on the Customer to cease the violations described under b, before suspending the provision of the Services, if immediate suspension will not be the sole means of preventing material damage associated with the Customer's violation. If the situation described under d occurs, the Provider shall immediately notify the Customer of its intention to prevent access. In such a case, under the terms of Article 14 of the Act, the Provider shall not be liable for the damage caused by preventing access to such data.
2. Re-activation of the Services shall take place not earlier than after the reasons for the suspension have ceased to exist on the basis of a request for the resumption of the Service. In the case of a Consumer, an application for resumption of the Service shall not be required if the premise for its suspension was the one indicated in paragraph 1(a).
3. The Provider shall be entitled to charge the non-Consumer Customer a fee for the resumption of the provision of the Services if its amount is specified in the Price List.
4. Suspension of the provision of the Services, in accordance with the provisions of this paragraph, shall not exclude the obligation of the Customer who is not a Consumer to pay the fees in the amount due for the provision of the Services, during the period of suspension.
5. The Services and related data shall be inaccessible to both the Customer and third parties during the period of suspension, which may be indicated by the Provider's board displayed when attempting to access the Services or related data, but without indicating to third parties the reasons for their inaccessibility. The reason for such unavailability will be communicated by the Provider exclusively to the Customer. This provision does not affect the Consumer's entitlement described in Article 43o(2) of the Consumer Rights Act.

§ 19

1. The Provider may terminate the Agreement with immediate effect if the prerequisites specified in § 18.1 occur. The right described in the first sentence shall

be vested in the Provider irrespective of the right to suspend the provision of the Services, in accordance with the provisions of § 18. The provisions on calling the Customer to remedy violations specified in § 18 shall apply mutatis mutandis, however, the right to terminate the Agreement, in the case described in § 18.1(a), shall apply exclusively to arrears exceeding 21 days.

2. The Provider's statement of termination, dissolution with immediate effect or withdrawal from the Agreement shall be deemed to have been made on the date of delivery to the Customer.
3. Irrespective of the reason for termination of the Agreement with the Consumer, the Provider shall reimburse the Consumer for the amounts paid by the Consumer in advance for the Services that have not been provided to the Consumer due to termination of the Agreement, no later than within 14 days of its expiry. The provisions of the first sentence shall not exclude the Consumer's liability to the Provider if it arises from the terms of the Agreement or the provisions of generally applicable law.

§ 20

1. With the consent of the Provider, the Customer may transfer the rights and obligations under the Contract to a third party who meets the requirements set out in the Regulations.
2. The Provider may make its consent to the transfer of rights and obligations under the Contract conditional in particular on the Customer's fulfilment of all its obligations towards the Provider. The provisions of the Regulations on the conclusion of Contracts shall apply mutatis mutandis to the transfer of rights and obligations under the Contract.
3. The Provider may charge a fee for the transfer of rights and obligations under the Agreement, if its amount has been specified in the Price List or has been agreed individually by the Parties.

CHAPTER VI. PROVIDER RESPONSIBILITIES, SCOPE OF SERVICING

§ 21

1. The Provider undertakes to provide the Services to the Customer in accordance with the Agreement. The Provider shall be liable for non-performance or undue performance of its Services under the terms of these Terms and Conditions, the Agreement and also under the provisions of generally applicable law, including in particular the provisions of the Civil Code concerning liability for non-performance or undue performance of reciprocal agreements and liability under the warranty for defects of an item (if the subject of the Agreement is an item).
2. The Provider shall not be liable for non-performance or improper performance of its Services in the event of Force Majeure or for reasons solely attributable to the Customer.

3. The Provider shall not be liable for the Customer's lost benefits, and its liability, if any, for non-performance or improper performance of the Agreement shall be limited to an amount calculated according to the formula $(1 / \text{number of days in the billing period}) * \text{fee paid to the Provider in the billing period in which the event causing the damage occurred}$, for each day during which the event lasted. The above limitation shall not apply if the Customer is a Consumer.
4. If warranted by the nature of the case, the provincial inspector of the Trade Inspection shall take action aimed at an out-of-court resolution of a civil law dispute between a Consumer and a trader by: enabling the approximation of the positions of the parties in order to resolve the dispute by its parties or presenting the parties with a proposal to resolve the dispute. Proceedings for out-of-court resolution of consumer disputes are initiated at the request of the Consumer or the trader, submitted to the regional inspector with jurisdiction over the place of the trader's business activity. Disputes over property rights arising from contracts concluded between Consumers and entrepreneurs may also be dealt with by permanent arbitration courts at provincial inspectorates of the Trade Inspection. Detailed rules in this respect are set out in the Act of 23 September 2016 on out-of-court resolution of consumer disputes. Further information on out-of-court dispute resolution can be found on the websites of the provincial inspectorates of the Trade Inspection and the permanent amicable consumer courts operating at them. The above provisions are for information purposes only and do not exclude the right of the Consumer to refer the case to common courts.

§ 22

1. A Failure shall be rectified no later than within 3 Business Days of being reported. Insofar as the Failure cannot be rectified within 3 Working Days of its notification, the Provider shall specify the date for its rectification and communicate this information to the notifier.
2. For each day during which a Failure occurred, the Consumer shall be entitled to claim reimbursement of a proportionate part of the fee payable for that day of provision of the Services affected by the Failure or interruption in provision.
3. In the situation referred to in section (2), the Consumer shall additionally be entitled to claim compensation in the form of a contractual penalty, in an amount equal to the proportional part of the fee due for that day of provision of the Services covered by the Failure or interruption in provision, for each day of such interruption, unless the Agreement, Special Regulations, Technical Specifications or Price Lists provide for a higher compensation in the form of a contractual penalty.
4. The period for which the fee is reduced and for which the Consumer is entitled to a contractual penalty shall not include the time during which the rectification of the Breakdown was not possible for reasons attributable to the Consumer.
5. The reduction of the fee and the payment of the contractual penalty shall be made on the basis of a complaint made by the Consumer.

§ 23

1. Any service requests, including in particular information on the failures that have occurred and questions regarding technical issues, may be submitted by Customers through the Provider's contact details referred to in § 2. Detailed information on the procedure for handling service requests is set out on the Website.
2. Subject to the provisions of this Section as well as any provisions of the Special Regulations or Technical Specifications, the Provider does not provide after-sales or warranty services.

CHAPTER VII. RULES, PROCEDURE FOR LODGING AND HANDLING COMPLAINTS

§ 24

1. Customers may file complaints regarding failure to meet the deadline for commencement of the Services specified in the Agreement through the fault of the Provider, failure to perform or improper performance of the Services or incorrect calculation of the amount due for the provision of these Services.
2. The provisions of § 24-25 shall not apply to the Customer's requests covering only the request to remove a Failure or provide assistance in technical matters. In the case of requests described in the first sentence, the provisions of § 23 shall apply.
3. A complaint should be submitted in documentary or written form to the Provider's contact details referred to in § 2.
4. The complaint should include:
 - a. name and surname or name and address of residence or registered office of the Customer;
 - b. definition of the subject of the complaint and the period complained of;
 - c. presentation of circumstances substantiating the complaint;
 - d. the Customer's request - in case the Customer submits such a request;
 - e. signature of the Customer, if the complaint is made in writing.
5. If the Provider deems it necessary for proper consideration of the complaint, the Provider shall immediately call upon the complainant to supplement the complaint. After ineffective lapse of the set time limit, the complaint shall be left without consideration.

§ 25

1. The Provider shall consider the User's complaint as soon as possible, no longer than 90 days. The Provider shall send the User information on how the complaint is considered to the e-mail address provided by the User.
2. The response to the complaint should include:
 - a. the name of the Provider's unit considering the complaint;
 - b. substantiation of the decision;
 - c. decision on acceptance or refusal of the complaint;

- d. determination of the manner and deadline for fulfilling the Customer's request;
 - e. signature of an authorised employee representing the Provider, stating his/her position, if the reply is given in writing.
3. The amounts to which the Consumer is entitled in connection with the acceptance of the complaint shall be paid within 14 days of the day on which the Provider was informed of the Consumer's decision to withdraw from the Agreement. In the case described, the Provider shall reimburse the price using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of reimbursement that does not incur any costs for the Consumer.
4. In the case of a Customer who is not a Consumer, the Provider shall be entitled to set off against such Customer's debt to the Provider the amount to which the Customer is entitled in connection with the acceptance of the complaint, without the Customer's consent. Amounts to which a non-Consumer Customer is entitled in connection with the acceptance of a complaint, not credited against the Customer's debt to the Provider or future debts, shall be paid within 14 days from the date on which the Provider serves the non-Consumer Customer with a response to the complaint.

CHAPTER VIII. PROTECTION OF PERSONAL DATA

§ 26

1. The Provider collects and processes personal data for the purpose of concluding and performing the Agreement, for the purpose of maintaining an account in the Panel, as well as for the purpose of fulfilling the Provider's legal obligations. To the extent that the Provider decides on the purposes and means of processing personal data, the Provider is the controller of such personal data. The processing of the Customer's personal data is carried out in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) of 27 April 2016. (Official Journal of the EU.L No.119), hereinafter referred to as RODO, taking into account the provisions of the Act on the provision of services by electronic means and other generally applicable legal regulations.
2. The Customer shall be able to influence the scope of processing of personal data concerning him/her by:
 - a. choosing the Services provided to him/her,
 - b. deciding whether or not to provide the Provider with data marked as voluntary,
 - c. deciding whether or not to create or delete an account in the Provider's Panel, as well as for how long to maintain an account in the Provider's Panel,

- d. to exercise the Customer's rights set out in Articles 15-22 of the RODO,
 - e. voluntarily giving or withdrawing consent to the processing of data for purposes where processing is based on the Customer's consent.
3. The Provider informs that, unless otherwise indicated in the content of the individual forms (e.g. by indicating that the provision of data is voluntary), the Provider's services cannot be used anonymously or using a pseudonym.
4. If the Customer intends to use the resources made available to it to process personal data in the role of personal data controller (within the meaning of Article 4(7) of the RODO) or processor (within the meaning of Article 4(8) of the RODO), in particular in terms of saving them in digital format and storing them within the IT system made available by the Provider, then the Customer shall immediately conclude a personal data processing entrustment agreement with the Provider as referred to in Article 28 of the RODO. The Provider shall make it possible to conclude an entrustment agreement for the processing of personal data in the Panel, electronically in accordance with Article 28(9) of the RODO.

§ 27

Additional information on:

- a. the processing of the Customer's personal data,
- b. the possibility of using the electronically provided service anonymously or using a pseudonym;
- c. the technical measures made available by the Provider to prevent unauthorised persons from acquiring and modifying personal data sent electronically;
- d. the entity to which it entrusts the processing of data, their scope and the intended date of transfer, if the Provider has entered into an agreement with this entity for the entrustment of the processing of personal data; - are included in the Detailed Information on the Processing of Personal Data and the Privacy Policy, available on the Website.

CHAPTER IX. OTHER PROVISIONS

§ 28

1. Subject to specific provisions, the Customer's e-mail address provided in the Order shall be the Provider's means of communication with the Customer, in particular in matters of service requests, information about the Customer's arrears and about the Services, including the technical conditions for their provision. The Consumer may contact the Provider via its contact details provided on the Website and in the concluded Agreement.
2. During the term of the Agreement, the Parties undertake to inform the other Party of any change of address or other data of the Parties provided in the Agreement, within 7 days from the date of occurrence of such changes. If the data is not updated, correspondence addressed to the last address known to the Party shall be

deemed effectively delivered (this provision does not apply to Clients who are Consumers). Information on the above changes does not constitute an amendment to the terms and conditions of the Agreement or the Terms and Conditions.

3. The Customer who is not a Consumer authorises the Provider free of charge to publish the name, logo and electronic addresses of such Customer on the Provider's reference list located on the Website. The non-Consumer Customer thereby declares that it holds the rights in particular to its logo, allowing it to authorise the Provider to publish it.
4. The Provider shall be entitled to transfer the Provider's rights and obligations under the Agreement without the separate consent of the non-Consumer Customer.
5. The Provider shall be entitled, upon expiry of the Agreement, to liquidate the non-Consumer Customer's electronic data held by the Provider. The Customer wishing to retain the data is obliged, before the expiry of the Agreement, to save it on another medium or otherwise secure it himself. In the case of data of the Customer who is a Consumer, the provisions regulated in Article 43o(2) of the Consumer Rights Act shall apply. It is also stipulated that electronic data of the Consumer (other than personal data) will be stored by the Provider for 14 days counting from the date of expiry of the Agreement in force.
6. The Agreement shall automatically terminate as a result of dissolution or liquidation of a Party that is not a natural person and in the event of death of a Party that is a natural person.
7. Opinions published on the Provider's website come exclusively from Customers who have used or purchased the Services. Opinions are requested by the Provider individually from the Customer and, if received, published on the website by the Provider himself. Not all opinions that the Provider receives are subject to publication. The Provider decides on his own whether an opinion will be used. The request for an opinion is sent to the Customer's e-mail address or the e-mail address of the person using the Service, which the Provider regards as a mechanism to ensure that the opinion comes from a Customer who has used or purchased the Provider's Services.

CHAPTER X. FINAL PROVISIONS

§ 29

1. All disputes arising in connection with the Contract shall be resolved by the Parties amicably. Should it not be possible to reach an agreement, the Parties shall submit the dispute to the general court having jurisdiction over the seat of the Provider. The provisions of this paragraph shall not apply to Consumers.
2. In matters not regulated in the Agreement, Terms and Conditions, Technical Specifications and Price Lists, the provisions of generally applicable law shall apply, including the Civil Code and the Act, and in the case of Consumers - the Act of 30 May 2014 on Consumer Rights.

3. The Provider shall inform Consumers, prior to the conclusion of the Agreement, of any commitment by the Provider to comply with the Code of Good Practice within the meaning of Article 2(5) of the Act of 23 August 2007 on counteracting unfair market practices, if the Provider has made such a commitment.
4. These Terms and Conditions shall come into force
 - a. On 07.11.2023. - for Customers concluding the Agreement as of that day inclusive;
 - b. on 07.12.2023. - for other Customers.
5. These Terms and Conditions will be interpreted and construed exclusively in Polish. All notices and correspondence will be written exclusively in that language.
6. These Terms and Conditions, together with our privacy statement and cookie policy, constitute the entire agreement between you and Edamame Katarzyna Światłowska, REGON: 120436428, NIP: 6772153818 in relation to your use of this website.
7. We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.
8. These Terms and Conditions shall be governed by the laws of Poland. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of Poland. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

Annex - Instructions on the right of withdrawal and withdrawal form
NOTICE OF WITHDRAWAL FROM THE AGREEMENT

1. You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires after 14 days from the conclusion of the contract.
2. To exercise your right of withdrawal, you must inform us - Edamame Agency with its registered office in Kraków, ul. Władysława Łokietka 156J/2, 31-334 Kraków, e-mail address: work@edamame.agency, to withdraw from the concluded contract by an unequivocal statement made in one of the following ways:
 - a. by means of a letter sent by post to: Edamame Agency, ul. Władysława Łokietka 156J/2, 31-334 Kraków or;

- b. by means of a letter sent by e-mail to: work@edamame.agency.
- c. You may use the attached model withdrawal form, but it is not obligatory.

If you withdraw from this contract, we shall reimburse all payments received from you without delay and in any event not later than 14 days from the day on which we are informed about your decision to exercise your right of withdrawal from this contract. We will reimburse you using the same means of payment as you used for the original transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of this reimbursement.

If you have requested the beginning of the performance before the expiry of the withdrawal period, you shall pay us an amount proportionate to what has been provided until you have communicated us your withdrawal from this contract.

Please note that there are some legal exceptions to the right to withdraw, and some items can therefore not be returned or exchanged. We will let you know if this applies in your particular case.