

Terms of Service for the electronic provision of services - Salecare

Language. This is a translation of the Polish document "Regulamin świadczenia usług drogą elektroniczną - Salecare", provided for convenience. The language of the Agreement and of the Terms of Service is Polish; in the event of any discrepancy between the language versions, the Polish text prevails (§ 21(5)).

§ 1. Definitions

The terms used in the Terms of Service mean:

1. **Service Provider** - Piotr Hyra, conducting sole-trader business activity under the name **Simple Studio Piotr Hyra**, with its registered address at ul. Wręczycka 90, 42-133 Bieżeń, Poland, entered in the Central Register and Information on Business Activity (CEIDG), VAT ID (NIP) 5742060804, REGON 365542882, providing the "Salecare" Service.
2. **Salecare / Service / System** - the web application (SaaS software) available at salecare.pl, together with its features, through which the Service Provider provides the Service.
3. **User** - an entrepreneur (a natural person conducting business activity, a legal person, or an organisational unit without legal personality to which the law grants legal capacity) who has concluded or intends to conclude an Agreement with the Service Provider.
4. **Sole trader treated as a consumer** - a User who is a natural person conducting sole-trader business activity (entered in the CEIDG), concluding an Agreement directly connected with that business activity, where it follows from the content of the Agreement that **it is not of a professional nature for that person** (within the meaning of Article 7aa of the Consumer Rights Act).
5. **Agreement** - the agreement for the electronic provision of the Service, concluded between the Service Provider and the User on the terms set out in the Terms of Service.
6. **Account** - the User's individual, password-protected account in the Service.
7. **Service** - the service provided electronically, consisting in making available to the User the features of the Service described in § 3, within the selected Plan.
8. **Plan (Subscription package)** - a variant of the Service with a defined scope of features and limits, available in accordance with the Price List (Starter, Pro, Business and - with individual pricing - Enterprise).
9. **Subscription** - the fee for using the Service under a given Plan, charged in advance for a Billing Period.
10. **Billing Period** - the period for which the Subscription is charged, being one month or one year depending on the billing cycle chosen when the Plan is activated (§ 7 paragraph 2), counted from the date of activation of the Plan or of its subsequent renewal.
11. **Trial Period** - the free trial period made available on the terms of § 7.
12. **AI Wallet** - a prepaid balance in PLN, intended for settling artificial-intelligence-based features on a pay-per-use basis (§ 10).

13. **Payment Operator** - the external payment services provider with which the Service Provider cooperates in order to handle payments.
 14. **External Services** - services, systems, platforms or application programming interfaces (APIs) of third parties with which the Service may be integrated, including in particular the Allegro interface (API), as well as the Payment Operator, IT infrastructure providers and providers of artificial intelligence tools.
 15. **Allegro** - the Allegro trading platform operated by Allegro sp. z o.o.; Allegro is not a party to the Agreement.
 16. **User Data** - data entered by the User or retrieved by the Service on the User's instruction, including data originating from External Services (orders, offers, settlements, correspondence), as well as personal data of the User's customers processed by the Service on the User's behalf.
 17. **Price List** - the list of Plans and fees, constituting Schedule 1 to the Terms of Service.
 18. **Terms of Service** - these terms of service for the electronic provision of services, referred to in Article 8 of the Act on the electronic provision of services.
 19. **Business Day** - a day from Monday to Friday, excluding public holidays in Poland.
 20. **Extension** - the optional "Salecare Ads" extension for the Chrome browser, supplied by the Service Provider, running in the User's open Allegro Ads panel tab, used to bring advertising data into the Service and to apply in that panel changes authorised by the User (§ 6 paragraph 10).
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§ 2. General provisions

1. The Terms of Service set out the rules under which the Service Provider provides the "Salecare" Service electronically and constitute terms of service within the meaning of Article 8 of the Act of 18 July 2002 on the electronic provision of services.
 2. The Service Provider provides the Service to **entrepreneurs** (B2B). The rules concerning a sole trader treated as a consumer are governed by § 16.
 3. The Terms of Service are made available to the User **free of charge, before the Agreement is concluded**, in a manner that allows them to be obtained, reproduced, recorded and stored (including by downloading a file). The User is not bound by those provisions of the Terms of Service which have not been made available to them in that manner (Article 8(2) of the Act on the electronic provision of services).
 4. Reading and accepting the Terms of Service is a condition for concluding the Agreement and using the Service.
 5. The Service Provider provides the Service in accordance with the Terms of Service.
 6. The Service Provider can be contacted at the e-mail address: kontakt@salecare.pl.
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§ 3. Types and scope of the Services

1. The Service consists in making available to the User an operational and analytical tool for sellers operating on the Allegro platform, covering in particular: a) presentation of the real margin and financial results after taking account of commissions, operating costs, returns and complaints; b) handling multiple Allegro

- accounts from a single interface; c) automation of repetitive tasks: offer price changes, anomaly alerts, data exports, monitoring of returns and complaints; d) analytics, reports and summaries; e) features using artificial intelligence (the AI Assistant), settled on the terms of § 10; f) Allegro Ads advertising analytics and optimisation recommendations, carried into the Allegro Ads panel through the Extension (§ 6 paragraph 10).
2. The detailed scope of features and limits depends on the selected **Plan** and is set out in the Price List (Schedule 1).
 3. Some features require an active integration with Allegro (§ 6) and are available only after the User grants authorisation to their Allegro account.
 4. **Changes to Service features.** The Service Provider may develop, change, add or withdraw individual features of the Service, seeking to maintain the continuity and quality of the Service, only for valid reasons, which are: (a) a change in the law or a decision of an authority that requires the feature to change; (b) a change in the rules, scope or availability of External Services, including the Allegro interface (API), on which the feature depends; (c) the security of the Service, of data or of Users' accounts, or the prevention of abuse; (d) improving the quality, performance or availability of the Service, including replacing a feature with another one that serves the same purpose; (e) withdrawing a feature that few Users use or whose upkeep costs are out of proportion to its use. A change does not give rise to any additional fee for the User. The Service Provider informs Users by e-mail of a change that restricts the scope of the Service. The Service Provider informs a sole trader treated as a consumer of every other change of a feature clearly and comprehensibly, also by e-mail. Material changes restricting the scope of the Service within a paid Billing Period are made in accordance with § 19, and the rights of a sole trader treated as a consumer are further set out in § 16 paragraph 7.
 5. The Service **does not constitute** legal, financial, tax or investment advice. Results, indicators and recommendations (including those relating to prices) are informational; the User makes business decisions independently and at their own risk.
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§ 4. Technical requirements

1. Using the Service requires: a) a device with internet access; b) a current version of one of the popular web browsers (e.g. Chrome, Firefox, Safari, Edge) with JavaScript and cookies enabled; c) an active e-mail address; d) for features dependent on Allegro - an active, fully registered Allegro account and the granting of authorisation to access that account (§ 6); e) for Allegro Ads features - the Chrome browser with the Extension installed and an open Allegro Ads panel tab with the User's active session (§ 6 paragraph 10).
2. The Service Provider is not liable for the Service malfunctioning as a result of the above requirements not being met on the User's side.
3. Using services provided electronically involves typical risks (e.g. malware, phishing, data interception); the Service Provider applies technical and organisational measures limiting those risks, and the User should apply up-to-date safeguards on their side.
4. **Functionality, compatibility and interoperability.** The Service is delivered in a browser-based (SaaS) model and works in current versions of popular browsers (paragraph 1). Using the Service requires no

additional software to be installed, with one exception: the Allegro Ads features require the Extension to be installed in the Chrome browser (§ 6 paragraph 10). The functionality of the Service (including the technical safeguards applied) is described in § 3 of the Terms of Service, the Privacy Policy and the DPA.

Interoperability with Allegro is delivered through the Allegro interface (API), within the scope of the authorisation granted by the User (§ 6), and for Allegro Ads data and changes - through the Extension, in the User's Allegro Ads panel session (§ 6 paragraph 10).

§ 5. Registration, Account and conclusion of the Agreement

1. The Agreement is concluded by registering an Account in the Service, accepting the Terms of Service and activating the selected Plan or the Trial Period.
 2. The User provides true and current data and keeps it up to date. A person creating an Account on behalf of an entrepreneur declares that they are authorised to represent that entrepreneur.
 3. The Agreement is concluded upon confirmation of registration and acceptance of the Terms of Service (and, in the case of paid Plans, upon effective activation of the Plan). The Agreement is concluded for an indefinite period, settled in Billing Periods.
 4. The Account login and password are confidential; the User is responsible for the actions of persons to whom they disclose them and for the consequences of their disclosure.
 5. The Service Provider may make the activation of certain features conditional on additional verification of the User.
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§ 6. Allegro integration and External Services

1. **Independence from Allegro.** Salecare is a standalone product supplied by the Service Provider and is **not affiliated with, sponsored, authorised or endorsed by Allegro sp. z o.o.** Using the Service does not create any legal relationship between the User and Allegro sp. z o.o. beyond the one arising from Allegro's own terms.
2. **Trade marks.** "Allegro" and the Allegro logo are trade marks of Allegro sp. z o.o. The Service Provider uses the name "Allegro" solely in a descriptive (informational) function, to indicate the scope of the integration, and does not use the Allegro logotype or suggest any affiliation, partnership or endorsement on the part of Allegro sp. z o.o.
3. **Allegro account and authorisation.** Using features dependent on Allegro requires the User to have their own, active Allegro account and to grant the Service access to that account by authorising it in the Allegro panel (choosing the scope of permissions). The Service **never asks for the Allegro login or password and does not store Allegro sign-in credentials.**
4. **Least privilege.** The Service requests only the scope of permissions necessary to deliver the declared features and processes data from Allegro solely in order to provide the Service, in accordance with the Privacy Policy and the Data Processing Agreement (Schedule 2).

5. **Source of data.** Data presented and modified in the Service (including orders, offers, settlements, discussions, as well as write operations such as offer price changes, offer edits or commission refund requests) is retrieved and transmitted through the Allegro interface (API), within the scope of and on the basis of the authorisation granted by the User. The exception is Allegro Ads data and changes (campaigns, ad groups, placements and advertising statistics, as well as CPC bids, daily budgets and the pausing and resuming of emission), which Allegro does not expose in its interface (API) and which are carried from the Allegro Ads panel through the Extension (§ 6 paragraph 10). The Service acts **in the name and on behalf of the User**, within the granted permissions.
6. **Compliance with Allegro's rules.** The User undertakes to comply with the **Allegro Terms and the rules for using the Allegro interface (API)**, as well as with applicable law. The User is responsible for the compliance of their own activity on Allegro with those rules; the Service is a tool and does not release the User from those obligations.
7. **Data from Allegro.** Data originating from Allegro, both from the Allegro interface (API) and from the Allegro Ads panel through the Extension, is presented "as is". In accordance with Allegro's rules its correctness is not guaranteed; in matters of financial or legal significance the User verifies the data directly in the Allegro panel.
8. **No liability for External Services.** The Service Provider is **not liable** for: (a) unavailability, failures, delays or errors of External Services, including Allegro or its interface (API); (b) changes, restrictions, withdrawal or modifications of interfaces (APIs), permission scopes or request limits on the part of third parties; (c) changes to the terms or policies of Allegro or other third parties; (d) withdrawal, restriction or blocking of access, or sanctions (including suspension or blocking of an account) imposed by Allegro or another third party on the User or on the Service. The occurrence of these events may temporarily or permanently restrict the features of the Service and **does not constitute improper performance of the Agreement by the Service Provider**.
9. **Granting and withdrawing access.** The User may at any time withdraw the Service's access to their Allegro account in the **My Allegro → "Linked applications"** panel. Withdrawing the authorisation immediately deprives the Service of the ability to act on the User's behalf and may make it impossible to use features dependent on Allegro; this does not release the User from obligations arising before the withdrawal (e.g. fees for the Service provided).
10. **The "Salecare Ads" Extension (the Allegro Ads panel channel).** a) **Why this channel exists.** Allegro does not provide a public interface (API) for Allegro Ads advertising. Advertising data and changes to bids, budgets and emission are available only in the Allegro Ads panel, which is why the Allegro Ads features operate through the Extension rather than through the Allegro interface (API). b) **Where and on what it runs.** The User installs the Extension voluntarily. It runs solely in the User's browser, in an open Allegro Ads panel tab, in the session the User is signed in to, and only on accounts the User is entitled to. The Extension does not ask for an Allegro login or password, and does not read or pass to the Service Provider any Allegro login credentials or cookies. With the panel closed the Extension collects no data and applies no changes. c) **What it carries.** Only advertising data is passed to the Service. It is passed when a button in the Extension is pressed and periodically for as long as the panel tab stays open. d) **On what basis it applies changes.** The Extension applies a recommendation only after the User approves it with a click in the Extension. The

User either approves it in the Service and confirms it with a separate click in the Extension, or approves and applies it with a single click in the Extension, where the same list of recommendations is shown for the account open in the panel. Without the User's click in the Extension no recommendation is applied. It pauses and resumes emission for hours set to off without a separate click for each hour, on the basis of the emission schedule saved and switched on by the User in the Service; the User switches that automation off in the Service. Every applied change is recorded in the change journal in the Service. e) **Risk to the Allegro account.** Using the Allegro Ads panel by means of software is neither expressly permitted nor expressly prohibited by Allegro, and under the Allegro Terms the use of automated solutions is at the risk of the user of such software. Allegro may at any time change the panel, restrict or block this manner of use, and take measures in relation to the User's account. The User decides to install and run the Extension in full knowledge of that risk; paragraphs 6 and 8 apply. f) **Switching the channel off.** The User may at any time uninstall the Extension or disconnect it in the Service (Settings → Salecare Ads), which ends the carrying of data and the applying of changes through this channel. The Service Provider may withdraw the Extension or suspend this channel, in particular at Allegro's request or where continued use would endanger Users' accounts; § 3 paragraph 4 applies.

§ 7. Subscription, Plans and the Billing Period

1. The Service is provided on a subscription basis under one of the Plans: **Starter, Pro or Business** (and, for larger needs, under the **Enterprise** Plan with individual pricing). The subscription fee is charged **in advance** for each Billing Period, in accordance with the Price List.
2. **Billing cycle.** When activating a Plan, the User chooses monthly or yearly billing. The Billing Period is accordingly one month or one year, counted from the date of activation of the Plan (or the date of the next automatic renewal). With yearly billing the fee for the whole year is charged in advance, and it is lower than twelve times the monthly fee by the discount set out in the Price List.
3. **Automatic renewal.** At the end of each Billing Period the Subscription renews automatically for another identical period, and the Payment Operator charges the User's saved payment method for the new period. The User consents to recurring, automatic charging of the payment method (§ 8).
4. **Cancellation.** The User may switch off automatic renewal at any time in the Account panel. Cancellation takes effect at the end of the paid Billing Period - the User retains access to the Service until the end of that period, and the next fee is not charged. With yearly billing the User may instead end the Plan before the end of the paid year on the terms of paragraph 5.
5. **Refunds.** The fee for a monthly Billing Period that has already started is non-refundable (neither pro rata nor in full), including in the event of earlier cancellation or termination of the Agreement during that period. The User may end a yearly-billed Plan before the end of the paid year (in the Account panel or by a message to kontakt@salecare.pl), including in connection with switching providers (§ 18 paragraph 6). The Plan then runs until the end of the current month of the paid year, and the User receives a refund of the part of the yearly fee paid in proportion to the unused part of the year, that is to the number of whole months left until the end of the paid year. The refund is made through the Payment Operator to the payment method used to pay, without undue delay and no later than 14 days after the Plan ends, and the

Service Provider issues a corrective invoice for it. These reservations do not prejudice mandatory provisions of law, including the rights of a sole trader treated as a consumer (§ 16).

6. **Failure to pay.** If a charge fails, the Service Provider will make further attempts to charge. If payment is not made, the Service Provider may suspend access to the Service until the amount due is settled; after 14 days from the suspension the Agreement may be terminated.
 7. **Trial Period.** The Service Provider provides a free Trial Period of **14 days**, covering the features of the Business Plan, started automatically when the e-mail address given at Account registration is confirmed, or upon registration when the Account is registered through a Google, Microsoft or Apple account. The Trial Period is available **once per Allegro account and once per tax identification number (NIP) or VAT number**. If an Allegro account that has already had a Trial Period in another Account is connected to the Account, or the NIP or VAT number of another Account registered earlier is saved in the invoice details, the Trial Period ends when that account is connected or that number is saved, unless the User has already activated a paid Plan. The Trial Period **does not require payment method details**. The Trial Period **does not automatically convert into a paid Plan and does not involve any automatic charge**. The scope of the Trial Period is set out in the Service or the Price List.
 8. **End of the Trial Period without a Plan.** If the User does not activate a paid Plan by the end of the Trial Period, including a Trial Period ended under paragraph 7: (a) the features available only in the Pro and Business Plans are switched off; (b) the Service stops retrieving data from Allegro automatically and running background work, in particular the synchronisation of orders and offers, automatic price changes, recurring imports and automatic reply drafts; (c) the Account remains available with the features of the Starter Plan for a grace period of 90 days, during which the User may download User Data (§ 18 paragraph 5) or activate a paid Plan, which restores the full operation of the Service; (d) after the grace period the Account and User Data are deleted in accordance with § 18 paragraph 7.
 9. An upgrade to a higher Plan and a change of billing cycle within the same Plan take effect immediately, and the price difference for the remainder of the current Billing Period is settled pro rata through the Payment Operator, as an additional charge or by crediting the unused part of the fee towards subsequent fees (Price List § 1). A downgrade to a lower Plan takes effect from the next Billing Period.
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§ 8. Payments

1. Payments (one-off and recurring) are handled by the **Payment Operator** - an external payment services provider.
2. Card payments and other payment methods are processed directly through the Payment Operator's infrastructure. **The Service Provider does not store or process the full payment card number or the security code (CVC/CVV)** - that data is transmitted directly to the Payment Operator and secured in accordance with the applicable payment security standards. The Service Provider receives only a payment token and the data necessary for settlement (e.g. the last digits of the card number, the expiry date).
3. **Recurring payments.** By activating a Subscription or an AI Wallet top-up with a saved payment method, the User authorises the Payment Operator to recurrently charge their payment method with the amounts

due for subsequent Billing Periods or top-ups.

4. The provision of payment services by the Payment Operator is subject to the Operator's separate agreement (terms).
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§ 9. Invoices and prices

1. **Prices.** The Subscription prices given in the Service and in the Price List are **net** prices. AI Wallet top-up amounts are also **net** amounts, and the AI Wallet is credited with the chosen net amount. Prices and top-up amounts will be increased by VAT at the applicable rate of 23%, save for the exception described below. The gross price is shown in the order summary and on the invoice. A User based outside Poland may make a purchase from the moment the Service Provider makes VAT settlement for entities from other countries available in the Service; until then, the Service displays information about it at the purchase. From that moment, the charge of a User based in another member state of the European Union whose VAT number has been confirmed by the VIES system, and of a User based outside the European Union whose seat has been confirmed by the Service Provider, is not increased by Polish VAT, and the invoice carries a note stating the reason (in particular "reverse charge", where the buyer accounts for the tax). Until such confirmation, the charge is increased by VAT at the rate of 23%. The Service Provider may suspend accepting new charges from a User from another member state of the European Union without a confirmed VAT number where the rules on the place of taxation of services so require.
 2. **Invoice.** For each fee the Service Provider issues an invoice in accordance with applicable law. Invoices relating to B2B transactions are issued - to the extent required by law - via the National e-Invoicing System (KSeF). A structured invoice issued in KSeF may additionally be made available to the User as a visualisation (e.g. a PDF file containing the KSeF number and a verification QR code) in the panel or by e-mail; for buyers to whom the law does not provide for delivery via KSeF (e.g. foreign buyers), the invoice is delivered in an agreed manner outside that system.
 3. **Electronic invoice.** By accepting the Terms of Service, the User consents to invoices being issued and made available in electronic form (including a PDF file in the panel or sent to the e-mail address). The User undertakes to provide correct invoicing data (company, address, VAT ID) and keep it up to date.
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§ 10. AI Wallet and AI Assistant

1. Features using artificial intelligence (including the AI Assistant) are settled on a pay-per-use basis from the **AI Wallet** - a prepaid balance in PLN. The AI Wallet balance is replenished through top-ups made via the Payment Operator, in accordance with the Price List.
2. Each use of an AI feature reduces the AI Wallet balance by a fee corresponding to that usage. The current balance and the usage history are available in the User's panel.
3. Funds in the AI Wallet constitute a prepayment towards future services and are **neither money nor electronic money**; they do not bear interest and are not payable out, subject to paragraph 4.

4. **Refund of the balance.** An unused AI Wallet balance remains available for use for as long as the Account is active, except for the periods in which AI features are temporarily restricted: (a) after the second calendar month in a row over the Plan's order limit, as regards the features set out in the Price List (§ 2), until the Plan is changed to one with a higher limit or a month ends within the limit; (b) where the Subscription fee has not been collected and the arrears have lasted for more than 7 days, to the same extent, until they are settled; (c) while access to the Service is suspended (§ 7 paragraph 6, § 18 paragraph 2). During that time the balance stays on the Account and can be used once the restriction ends. For Users who are not sole traders treated as consumers, an unused balance is non-refundable, subject to mandatory provisions of law. **A sole trader treated as a consumer (§ 16) is entitled to a refund of the unused balance after the Agreement ends**, as well as in the event of an effective withdrawal from the Agreement or from a top-up, to the extent that the right of withdrawal applies. The refund is made upon a request sent to kontakt@salecare.pl, within **14 days** of receipt of the request, to the account linked to the payment method used for the top-up or to another bank account indicated by the User; an appropriate settlement correction is issued for the refund.
5. **Transparency of AI features (Article 50 of the AI Act).** When using AI features, the User **interacts with an artificial intelligence system, not with a human** - this is indicated in the interface of the Service (the "AI" / "AI Assistant" marking). Content generated by AI features is marked in the interface as generated by artificial intelligence and, further - to the extent technically feasible for text content - marked in a machine-readable format as artificially generated (Article 50(2) of the AI Act), including by using the markings applied at model level by the provider of artificial intelligence tools. The Service Provider fulfils its information obligations in accordance with Article 50 of Regulation (EU) 2024/1689 (the Artificial Intelligence Act). A User who publishes or passes on content generated by AI features is responsible for fulfilling their own transparency obligations, where such obligations apply to them. The AI Assistant does not send messages to the User's buyers on its own. It prepares draft replies, which the User reviews, may correct and sends themselves, so every reply sent to a buyer is the User's message.
6. **Nature of AI output.** Content generated by AI features is produced automatically on the basis of models and **may be inaccurate, incomplete or out of date**. The Service Provider does not guarantee the correctness, completeness, originality or fitness of AI output for any particular purpose. The output is auxiliary in nature - **the User is obliged to verify the content independently before using it** and is responsible for decisions taken on its basis.
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§ 11. Rights and obligations of the User

1. The User undertakes to use the Service in accordance with the Terms of Service, the law, good practice and Allegro's rules.
2. **Prohibition on supplying unlawful content.** The User is prohibited from supplying content of an unlawful nature (Article 8(3)(2)(b) of the Act on the electronic provision of services).
3. In particular, the User may not: (a) use the Service for a purpose infringing the rights of third parties or the law; (b) take actions disrupting the operation of the Service or of External Services, including circumventing technical limits; (c) share the Account or the Service with unauthorised persons or resell access without the

Service Provider's consent; (d) use the Service for mass, unsolicited correspondence (spam) in breach of the law or of Allegro's rules.

4. The User warrants that the data and materials entered into the Service are true and that the User is entitled to process them.
 5. **Copies of critical data.** The Service Provider applies safeguards and backups on the terms described in the Privacy Policy and the DPA; independently of this, the User should archive data of critical importance to them on their own.
 6. **API access.** If the Plan includes access to the Service's application programming interface (API), its use is subject to request-count limits and to the rules set out in the API documentation. The Service Provider may restrict, suspend or withdraw API access or revoke an access token in the event of limits being exceeded, abuse, or a threat to the stability or security of the Service.
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§ 12. Availability of the Service and Force Majeure

1. The Service Provider makes every effort to keep the Service continuously available, however - given its dependence on External Services (in particular the Allegro interface (API)) and the nature of internet services - the Service is provided on an **"as is" and "as available"** basis. The Service Provider **does not guarantee** uninterrupted, error-free operation of the Service. This provision is without prejudice to mandatory provisions of law or to the rights of a sole trader treated as a consumer (§ 16), including those concerning the conformity of a digital service.
 2. The Service Provider may carry out technical, maintenance or update work, where possible in a manner that limits the inconvenience to the User; the duration of such work is not treated as unavailability of the Service.
 3. **Force Majeure.** The Service Provider is not liable for non-performance or improper performance of the Agreement caused by Force Majeure, meaning external events that could not be foreseen or prevented, in particular: natural disasters, failures of telecommunications or power infrastructure, cyber attacks, actions of public authorities, wars, riots, strikes or epidemics.
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§ 13. Liability

1. Subject to § 16 (sole trader treated as a consumer) and to mandatory provisions of law, the Service Provider's liability towards the User is governed by the provisions of this paragraph.
2. **Exclusion of indirect damage.** The Service Provider is not liable for: (a) lost profits (*lucrum cessans*); (b) indirect and consequential damage; (c) the User's business decisions taken on the basis of the Service's results, data or recommendations (including those relating to prices and margin); (d) the acts and omissions of third parties, including providers of External Services, integrations, IT infrastructure or the Payment Operator; (e) loss of data to the extent arising from circumstances for which the Service Provider is not responsible.

3. **Cap on liability.** The Service Provider's total liability towards the User on all counts, in relation to the Agreement, is limited to the amount of **one month's subscription fee** for the current Plan, paid by the User (with yearly billing, one twelfth of the yearly fee).
 4. The above limitations neither exclude nor limit the Service Provider's liability to the extent that it cannot be excluded or limited under mandatory law (including for damage caused intentionally or through gross negligence).
 5. Towards Users who are not sole traders treated as consumers, the parties exclude the statutory warranty for defects to the extent permitted by law.
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§ 14. Intellectual property

1. The Service, its software, interface, documentation, marks and other elements are the property of the Service Provider or its licensors and are protected by law.
 2. Under the Agreement, the Service Provider grants the User a non-exclusive, non-transferable licence, limited to the term of the Agreement, to use the Service solely for the purpose of using the Service, in accordance with the Terms of Service. The licence does not include the right to reproduce, decompile or modify the Service or to create derivative works, save in cases permitted by mandatory law.
 3. **User Data** remains the User's property/under the User's control. The User grants the Service Provider a limited licence/permission to process User Data solely to the extent necessary to provide the Service (including through External Services and subcontractors), in accordance with the Privacy Policy and the DPA.
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§ 15. Personal data

1. As regards the User's **Account data and billing data** (and that of persons acting on the User's behalf), the controller of the personal data is the **Service Provider**; the rules of processing are set out in the **Privacy Policy**.
2. As regards **personal data of the User's customers** processed by the Service on the User's behalf (e.g. data from Allegro orders and messages from mailboxes connected to the Service), the controller is the **User**, and the Service Provider acts as a **processor** under the **Data Processing Agreement** (DPA) referred to in Article 28 GDPR, which constitutes **Schedule 2** to the Terms of Service and an integral part thereof, accepted upon conclusion of the Agreement.
3. The Service Provider uses **sub-processors**, including the Payment Operator, the provider of the invoicing system, providers of infrastructure (hosting and the content delivery network), e-mail delivery and error monitoring, and providers of artificial intelligence tools; their named list is set out in Schedule B to the DPA, and the rules of sub-processing in the DPA.
4. **Allegro as a separate controller.** Allegro and other third-party platforms, systems and services to which User Data is sent, or from which it is retrieved on the User's instruction, are **separate, independent controllers** in respect of that data and do not act as the Service Provider's sub-processors; the rules for the

processing of data by those entities are set out in their own documents.

5. The Terms of Service do not replace the Privacy Policy or the DPA and merely refer to them.
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§ 16. Consumers and sole traders treated as consumers

1. The Service is addressed to entrepreneurs. As a rule, the right to withdraw from the agreement within 14 days does not apply to a User conducting business activity to the extent that the Agreement is of a professional nature for that User.
2. **Sole trader treated as a consumer.** A User who is a natural person conducting sole-trader business activity (entered in the CEIDG), for whom the Agreement **is not of a professional nature** (it is not directly connected with the subject of their business activity, as evidenced among others by their PKD codes), enjoys the rights provided for consumers to the extent set out in Article 7aa of the Act of 30 May 2014 on Consumer Rights, including the **right to withdraw from the agreement within 14 days** and the provisions on contracts for the supply of a digital service.
3. **Consent to commence performance and loss of the right of withdrawal (Article 38 of the Consumer Rights Act).** By making a separate statement when buying a Plan, topping up the AI Wallet or switching on automatic top-up before the withdrawal period expires, a User referred to in paragraph 2 **requests that performance of the Service commence before the 14 days have elapsed** and acknowledges that **once the Service Provider has performed the service, they will lose the right to withdraw** from the Agreement. The Service Provider records that statement with every Plan purchase and every top-up, and for automatic top-up when it is switched on, and repeats it in the e-mail confirming the purchase, including every automatic top-up (a durable medium). Whether the Agreement is of a professional nature is assessed on the basis of the subject of the User's business activity (including their PKD codes); making a separate declaration in this respect is not a condition for concluding the Agreement (Article 7aa(2) of the Consumer Rights Act).
4. A declaration of withdrawal (where that right applies) may be made by the User in any form, including using the form constituting **Schedule 3**, sent to the e-mail address kontakt@salecare.pl.
5. In matters not governed by the Terms of Service, the relevant consumer protection provisions apply to a sole trader treated as a consumer.
6. **Information on the right of withdrawal.** The withdrawal period is 14 days and runs from the date the Agreement is concluded. Sending the declaration before the period expires is sufficient to meet the deadline. In the event of withdrawal, the Agreement is deemed not to have been concluded. If the User requested that performance of the Service commence before the withdrawal period expired, they are obliged to pay for the services performed up to the moment of withdrawal; that amount is calculated in proportion to the scope of performance rendered up to the moment the Service Provider was informed of the withdrawal (Article 35 of the Consumer Rights Act). The right of withdrawal does not apply where the Service has been fully performed with the express and prior consent of the User, who acknowledged the loss of the right of withdrawal once the service had been performed (Article 38 of the Consumer Rights Act).

7. **A change to the Service and a sole trader treated as a consumer.** Where a change to the Service's features (§ 3 paragraph 4) materially and negatively affects a sole trader treated as a consumer's access to or use of the Service, the Service Provider informs them in advance, by e-mail, of the characteristics and timing of the change and of the right to terminate the Agreement. The sole trader treated as a consumer may then terminate the Agreement without notice, within 30 days of the change being made or, where they were informed of it later, of receiving that information. The Service Provider then refunds the part of the fee paid in proportion to the period in which the Service will not be provided, without undue delay and no later than 14 days after receiving the termination, using the same means of payment as the User used, unless the User agrees to another means that involves no cost for them (Article 43q in conjunction with Article 43o and Article 7aa of the Consumer Rights Act). The right to terminate does not apply where the Service Provider enables the User, at no additional cost, to keep using the Service unchanged and in conformity with the Agreement.

§ 17. Complaints

1. The User may submit complaints concerning the Service to the e-mail address kontakt@salecare.pl.
 2. A complaint should contain: identification of the User and the Account, a description of the problem (including the date and circumstances of its occurrence) and the request made.
 3. The Service Provider examines the complaint and provides a response within **14 days** of receiving it, on a durable medium (e.g. by e-mail).
 4. In relation to consumers and sole traders treated as consumers, a failure to respond within 14 days means the complaint is deemed upheld (Article 7a of the Consumer Rights Act).
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§ 18. Termination of the Agreement, data export and switching providers

1. An Agreement concluded for an indefinite period may be terminated by either party with effect at the end of the paid Billing Period (by switching off automatic renewal or by giving notice).
2. The Service Provider may terminate the Agreement with immediate effect or suspend access to the Service in the event of: (a) a material breach of the Terms of Service by the User; (b) payment arrears despite a reminder; (c) use of the Service contrary to the law, to its purpose, or to the detriment of the Service Provider or third parties; (d) provision of untrue data.
3. After the Agreement is terminated, the Service Provider ceases to provide the Service; the handling of User Data (including its deletion or availability for download for an indicated period) is governed by this paragraph, the DPA and the Privacy Policy.
4. Termination of the Agreement does not affect the enforceability of fees due for the period up to the date of termination.
5. **Data export (download window).** During the term of the Agreement and for at least **30 calendar days** after it ends, the User may download User Data in a structured, commonly used, machine-readable format (including CSV, XLSX or JSON). All exportable data is covered, in particular: Account and company data,

products and stock levels, offers, orders together with the data of the User's customers, settlements and costs, AI Wallet history and correspondence records. The export leaves out only the following categories of data on the internal functioning of the Service, covered by the Service Provider's trade secrecy: (a) system logs and server logs (the Account's activity log is exported); (b) the internal configuration of the Service and its infrastructure, including the name of the database assigned to the Account and the Account's identifier in the Payment Operator's system; (c) the mark-up the Service Provider applies to the cost of the provider of artificial intelligence tools when settling AI features (§ 10), and temporary holds on AI Wallet funds for the duration of an AI task; (d) the vector representations of texts the Service computes for search. For security reasons the export also leaves out passwords and their hashes, two-factor authentication secrets and codes, and access tokens, including Allegro authorisation tokens. User Data not covered by the exports available in the Service (e.g. rules and settings of Service features, offer drafts, or files, including product photos and attachments to correspondence) is handed over by the Service Provider upon a request sent to kontakt@salecare.pl during the term of the Agreement or within the download window, in a structured, commonly used, machine-readable format, and files in their original format, without undue delay and no later than 30 days after receipt of the request. These exclusions do not limit the ability to port User Data and do not delay switching providers. The Service Provider makes information about export procedures, data formats and known technical limitations available in the Service and upon request sent to kontakt@salecare.pl (Article 26 of Regulation (EU) 2023/2854 - the Data Act).

6. **Switching providers.** The User may at any time initiate a switch to another data processing service provider or to their own infrastructure, by notifying the Service Provider of their decision (switching providers, porting to their own infrastructure, or deletion of data only). The notice period initiating the switch does not exceed **two months** (as standard, the Agreement ends at the close of the paid Billing Period). It is followed by a transitional period of no more than **30 calendar days**, during which the Service Provider: (a) provides reasonable assistance with the migration process and supports the User's exit strategy (including by providing relevant information about the data and formats); (b) maintains the continuity of the Service within its existing scope, informing the User of known risks to continuity; (c) ensures a high level of data security. If meeting the 30-day transitional period would be technically unfeasible in a particular case, the Service Provider will notify the User within **14 working days** of receiving the migration request, stating the reasons and an alternative transitional period (no longer than 7 months); the User may **extend the transitional period once** by a period of their choosing.
7. **Ending after migration and deletion of data.** The Agreement expires - as regards the scope covered by the migration - upon successful completion of the migration process and, where the User requests deletion of data only, at the end of the notice period; the Service Provider informs the User that the migration is complete. After the download window (paragraph 5) expires, the Service Provider permanently deletes User Data in accordance with the Privacy Policy and the DPA (at the latest after the grace period expires, taking into account the backup rotation cycle), unless the User has agreed a different deadline with the Service Provider or further storage is required by law.
8. **No fees and no minimum terms.** The Service Provider charges no fees for data export, for the switching process or for ending use of the Service early; the Agreement provides for no minimum commitment period and no termination fees (Articles 25 and 29 of the Data Act). With yearly billing the unused part of the

yearly fee is refunded in accordance with § 7 paragraph 5.

§ 19. Amendments to the Terms of Service

1. The Service Provider may amend the Terms of Service **only for valid reasons**, being: (a) a change in the law or its interpretation affecting the Service; (b) a change, addition or withdrawal of Service features; (c) a change in the rules or scope of External Services (including the Allegro interface (API)) affecting the Service; (d) a change in prices or the settlement model; (e) considerations of security, abuse prevention or improvement of the quality of the Service; (f) organisational changes or changes to the Service Provider's details.
 2. The Service Provider informs the User of an amendment to the Terms of Service (e.g. by e-mail or a notice in the panel), making the new text available at least **14 days** before the change takes effect.
 3. A User who does not accept the change may **terminate the Agreement** at the nearest date (with effect at the end of the paid Billing Period) before the change takes effect. Failure to give notice within that period means being bound by the amended Terms of Service (Article 384¹ of the Civil Code), subject to the following sentence. In the case of a change consisting in an **increase in fees**, in relation to a sole trader treated as a consumer the increase requires their **express acceptance**; absent acceptance before the change takes effect, the Agreement expires at the end of the last paid Billing Period and the fee at the new level is not charged.
 4. A price change does not affect the already paid part of the current Billing Period.
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§ 20. Out-of-court dispute resolution

1. The provisions of this paragraph concern only consumers and sole traders treated as consumers.
 2. An eligible User may use out-of-court means of handling complaints and pursuing claims, including before the provincial inspectorates of the Trade Inspection and with the assistance of the Office of Competition and Consumer Protection (UOKiK). Detailed information is available at <https://www.uokik.gov.pl>.
 3. Given that the European ODR platform has ceased to operate (Regulation (EU) No 524/2013 was repealed and the platform stopped working on 20 July 2025), the Terms of Service contain no reference to that platform.
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§ 21. Final provisions

1. The Agreement and the Terms of Service are governed by Polish law. The application of the Vienna Convention on Contracts for the International Sale of Goods is excluded.
2. Any disputes arising from the Agreement, subject to mandatory provisions of law (including those concerning consumers and sole traders treated as consumers), are resolved by the court having local jurisdiction over the Service Provider's registered office.

3. **Digital Services Act (DSA).** The Service does not disseminate third-party content to the public and does not constitute an online platform within the meaning of Regulation (EU) 2022/2065 (DSA); User Data is stored at the User's request and on the User's behalf. To the extent that such storage constitutes a hosting service within the meaning of the DSA: (a) the restrictions on the content supplied are set out in § 11 (including the prohibition on supplying unlawful content); (b) the Service Provider applies automated content checks only to the data given at Account creation, in the profile, in the invoicing details and when accepting a team invitation. A name and a company name may not contain a link (an address with "://", with "www." or with a slash after the domain name, while a bare domain name without a slash is allowed), an e-mail address or invisible characters, and an e-mail address given at Account creation or in the profile may not belong to a temporary-inbox service. The Service does not save data that fails these conditions. The Service Provider does not moderate any other content automatically, and any decisions concerning content are taken by a human, objectively and proportionately, respecting the User's rights; (c) the point of contact for authorities, recipients of the service and notices concerning content (including notices of unlawful content) is the e-mail address kontakt@salecare.pl, and contact is possible in Polish or English. A notice of unlawful content should contain: an explanation of why the notifying party considers the content unlawful; a clear indication of where the content is located (e.g. its URL); the name and e-mail address of the notifying party, except for notices concerning the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; a statement that the notifying party believes in good faith that the information and allegations in the notice are accurate and complete. Notices are handled in a timely and diligent manner, and the notifying party and the User concerned are informed of the decision taken and its reasons; (d) the Service Provider gives notice of material changes to the above rules in accordance with § 19.
4. Should any provision of the Terms of Service prove invalid or ineffective, the remaining provisions remain in force, and the invalid provision is replaced by the provision closest to its economic purpose (severability clause).
5. The language of the Agreement and of the Terms of Service is Polish. Where a version in another language is made available, the Polish version prevails in the event of any discrepancy.
6. The Schedules to the Terms of Service are: **Schedule 1 - Price List, Schedule 2 - Data Processing Agreement (DPA), Schedule 3 - Withdrawal form.**
7. The Terms of Service apply from the date shown in the Service above their text as the date they are in force from. The Service also shows there the version of the Terms of Service (the date of their last change), which the PDF file repeats; the Service Provider records the version accepted when the Account is created and confirms it in the e-mail sent after registration. For Users who concluded the Agreement before that date, changes to the Terms of Service take effect under § 19 paragraphs 2-3, on the date given in the notice.

Schedule 3 - Withdrawal form

(this form is intended for consumers and sole traders treated as consumers; complete and return it only if you wish to withdraw from the agreement - where that right applies)

Addressee: Simple Studio Piotr Hyra, ul. Wręczycka 90, 42-133 Bieżeń, Poland, e-mail: kontakt@salecare.pl

I/We hereby give notice of my/our withdrawal from the agreement for the provision of the following service:

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Date of conclusion of the agreement / commencement of performance: Name /
company: Address: Date: Signature
(only if this form is sent on paper):