

# GENERAL TERMS AND CONDITIONS OF LICENCE STARTER, PRO, LEADER TO USE NETHANSA PLATFORM

Version 2.2022 Status as of: 27.01.2022.

## I. General Provisions. Definitions.

1. These General Terms and Conditions of Licence (GTCL Light) set out the terms and conditions for the use of the Nethansa Platform on the basis of the Licence granted by Nethansa to the Contracting Party. These General Terms and Conditions of Licence form an integral part of the Contract between you and Nethansa. By entering into the Agreement (as described in these General Terms and Conditions of Licence) and using the Nethansa Platform, the Contracting Party accepts the General Terms and Conditions of Licence and agrees to comply with them. The General Terms and Conditions of Licence are made available free of charge on the website of the Nethansa Platform via a link on the homepage of the Nethansa Platform. The content of the General Terms and Conditions of Licence may be saved by the Contracting Party by printing, saving to a medium or downloading at any time from the website of the Nethansa Platform.
2. The terms and conditions of the Licence granted to you and the associated services offered by Nethansa to you are set out in separate General Terms and Conditions of Licence Dedicated Version General Terms and Conditions of Licence.
3. Capitalised terms used in these General Terms and Conditions of Licence General Terms and Conditions of Licence shall mean:
  - a. **General Terms and Conditions of Licence** means these general terms and conditions of Light's licence to use the Nethansa Platform.
  - b. **Purchase Cost** means the initial net price for the Goods as defined by the Contracting Party, upon which the price calculations in the Nethansa Platform are based.
  - c. **Minimum Price** means the lowest price at which an Item may be offered on the Marketplace, calculated using the Minimum Margin and the Costs associated with a Sale.
  - d. **Transaction Price** means the gross selling price of the Goods on the Marketplace (the price the Buyer paid when purchasing the Goods on the Marketplace).
  - e. **Minimum Profit** means the difference between the Minimum Price and the sum of the Costs associated with a Sale with the Sale and the Purchase Cost.
  - f. **Additional Profit** means the difference between the Transaction Price and the sum of the Costs associated with a Sale, the Purchase Cost and the Minimum Profit.

- g. **Nethansa Platform** means, collectively, all separate elements comprising the Licensed computer software for market analysis in certain Marketplaces and for automated support of your published trade offers and related sales decisions in such Marketplaces offered by Nethansa under the name Nethansa Platform, the API (Application Programming Interface), graphical interfaces and related documentation, together with any subsequent updates or modifications thereto.
- h. **Commercial Information** means all commercial details of the Goods, such as in particular: brand, type/type, manufacturer's trade symbol, barcode (EAN), name, category, number of available pieces in stock, price, characteristics of the Goods such as: size, colour, material, weight, quality.
- i. **Account** means the Contracting Party's account registered on the Nethansa Platform made available by Nethansa with a unique ID and login.
- j. **Contracting Party's Sales Account on the Marketplace** means the Vendor account made available to the Vendor by the Marketplace through which sales are conducted on the Marketplace.
- k. **Contracting Party** means the natural person, legal entity or organisational unit that is not a legal entity and to which the law confers legal capacity, which carries out a business activity in its own name and which enters into the Agreement with Nethansa in direct connection with its business activity and uses the Nethansa Platform on the basis of the Licence granted by Nethansa.
- l. **Costs associated with a Sale** means all expenses associated with the completion of a Transaction e.g.: Shipping Cost; Value Added Tax (VAT); Marketplace Commission, Success Fee and Provision for the Buyer's return of the Goods.
- m. **Shipping Cost** means the value set on the Nethansa Platform by the Contracting Party comprising the net price for delivery of the Goods to the Buyer in the country of the market in which the Goods have been put up for sale.
- n. **Licence** means the entitlement granted to you by Nethansa to use the Nethansa Platform in accordance with the scope set out in the Order, the specifications of the Nethansa Platform and the terms of the General Terms and Conditions of Licence.
- o. **Marketplace** means an online marketplace type trading platform that enables the Contracting Party's Goods to be offered and marketed.
- p. **Buyer** means the entity purchasing a Good offered on the Platform.
- q. **Minimum Margin** means the ratio set by the Contracting Party for each Good according to which the Nethansa Platform calculates the Minimum Price.
- r. **Standard Charge** means a factor set by the Contracting Party for particular Goods which will determine the selling price when a particular Good is not offered by a competitor in a particular Marketplace.
- s. **Nethansa** means Nethansa Spółka z ograniczoną odpowiedzialnością, entered into the Register of Entrepreneurs of the National Court Register under KRS number: 0000192382, Tax ID (NIP) number: 7792126883.
- t. **Trial Period** means the period from the date of conclusion of the Agreement during which the use of the Nethansa Platform is free of charge.
- u. **Subscription Fee** means the fixed fee payable to Nethansa for a licence to the Nethansa Platform.
- v. **Marketplace Commission** means the remuneration determined by the Marketplace and payable to its operator.
- w. **Returns Coverage Provision** means a factor, defined by the Contracting Party and set for each Marketplace, intended to be used to calculate coverage for costs incurred by the Contracting Party in connection with the return of Goods by Buyers.
- x. **Success Fee** means the commission fee payable to Nethansa, calculated on the sum of the Transaction Prices over a given period of time based on the rates applicable to the relevant License version.
- y. **Parties** means collectively Nethansa and the Contracting Party.
- z. **Contracting Party's Information System** shall mean the ICT system/environment used by the Contracting Party to conduct its business (e.g. WMS, EMR, ERP class systems).
- aa. **Good** means a unique good/product entered by the Contracting Party into the Nethansa Platform database.
- bb. **Transaction** means a sale of Goods on the Marketplace registered on the Nethansa Platform.
- cc. **Agreement** means the agreement between Nethansa and the Contracting Party on granting the Licence.
- dd. **End User** means the natural person who uses the Nethansa Platform on behalf of the Contracting Party using the Account.
- ee. **Change of Status of a Good** means the action by the Contracting Party of selecting an Item on the Nethansa Platform and then using the dedicated function of the Nethansa Platform placing a Good on the Marketplace for sale. A Change of Status of a Good may involve, for example, the addition (Activation of a Good) or removal of a Good (Deactivation of a Good).

## II. Conclusion of the Agreement.

4. The Agreement between Nethansa and the Contracting Party is concluded electronically by the Contracting Party selecting the Licence version, completing the registration form on the Nethansa Platform, accepting these General Terms and Conditions of Licence, the Privacy Policy and other documents and positive verification of the Contracting Party's payment card via the payment operator. These General Terms and Conditions of Licence shall apply in all cases where a Licence is granted to you, even if the Agreement is concluded in a manner or form other than as set out above.
5. Access to the Nethansa Platform is offered as part of the Licence. Standard access to the Nethansa Platform includes one of three Licence versions: Starter, Pro, Leader. A description of the features and limits of each version of the Licence is set out in the document: "Description of Starter, Pro, Leader License on the Nethansa Platform in the SaaS model".
6. Logins and passwords to the Account shall be provided to the Contracting Party by Nethansa immediately after the conclusion of the Agreement. Nethansa shall grant access to the Nethansa Platform immediately after the conclusion of the Agreement (subject to positive verification of the Contracting Party's payment card by the payment provider). In the event that the grant of access to the Nethansa Platform occurs more than 24 hours after the conclusion of the Agreement, Nethansa shall extend the subscription period accordingly by each 24-hour delay in granting access to the Nethansa Platform.
7. By concluding the Agreement, the Contracting Party declares that:
  - a. that the data provided by him in connection with the Agreement are correct and that he is solely responsible for the provision of incorrect or incomplete data;
  - b. the persons who have concluded the Agreement declare that they are duly authorised to do so;
  - c. The Contracting Party declares that the funds used to finance the Nethansa's fee come from a legitimate source within the meaning of the Anti-Money Laundering and Terrorist Financing Act;
  - d. has purchase documents for the Goods to be sold on the Marketplace and therefore complies with the Marketplace rules.

### **III. Trial Period.**

8. Nethansa may offer a licence to use the Nethansa Platform for a Trial Period. Nethansa reserves the right, at its sole discretion, to determine the Contracting Party's eligibility to use the Nethansa Platform during the Trial Period and to withdraw the Trial Period or change the terms of the Trial Period at any time without prior notice. The Contracting Party may only use the Trial Period once.
9. The use of the Trial Period requires the Contracting Party to provide payment details for verification purposes. In order to do so, a short-term blockade of a small amount of funds on the Contracting Party's bank account may occur.
10. By commencing the Trial Period, you agree that Nethansa will automatically commence the cyclical billing and collection of Nethansa' fee for the granted License in accordance with the License version selected by you on the first day after the end of the Trial Period.
11. In order to avoid the commencement of billing of Nethansa' fee, the Contracting Party shall resign from using the Nethansa Platform by cancelling the subscription in accordance with the provisions of clause 44.
12. The Trial Period lasts 14 days from the conclusion of the Agreement, unless otherwise specified in the terms and conditions of the Nethansa Platform website. Nethansa has the right to extend the Trial Period in respect of given Contracting Party.

### **IV. Licence. Copyright to the Nethansa Platform.**

13. Under the Agreement Nethansa grants the Contracting Party with a Licence entitling it to use the Nethansa Platform to the functional scope determined by the Licence version selected by the Contracting Party. The conclusion of the Agreement and the granting of the Licence shall not be tantamount to the transfer of the proprietary copyrights to the Nethansa Platform or any part thereof to the Contracting Party. You are authorised to use the Nethansa Platform only to the extent of the Licence granted.
14. The Licence to use the Nethansa Platform granted under the Agreement is:
  - a. Non-exclusive - Nethansa may grant Licences to use the Nethansa Platform to third parties, including other Contracting Parties;
  - b. Paid - use of the Nethansa Platform under the Licence is subject to remuneration as set out in the Agreement; this does not apply to the Trial Period;
  - c. territorially unlimited;
  - d. Non-transferable - the Contracting Party may not transfer its rights and obligations under the Licence to any third party without Nethansa's prior written consent under pain of nullity;

- e. not sub-licensable - the Contracting Party may not authorise any third party to use the Nethansa Platform without Nethansa's prior written consent under pain of nullity; this shall not apply to End Users who use the Nethansa Platform under the Licence granted to the Contracting Party;
  - f. subject to termination - the Licence shall expire upon termination under the terms of these General Terms and Conditions of Licence.
15. The Licence entitles the Contracting Party to use the Nethansa Platform exclusively in the following fields of exploitation:
- a. simultaneous use of the Nethansa Platform by a number of End-Users not exceeding the number of End-Users resulting from the License version selected, via an Account;
  - b. use, including recording and reproducing, copies of data and reports exported through the Account using the functionality of the Nethansa Platform.
16. The Nethansa Platform is protected by copyright. The copyright in the Nethansa Platform is the exclusive property of Nethansa and the Contracting Party undertakes to respect it. The rights to the name and logotype of the Nethansa Platform are vested in Nethansa and are protected by the mandatory provisions of law. The conclusion of the Agreement does not grant the Contracting Party any rights to use the designations indicated. The Contracting Party may, however, communicate the fact of its cooperation with Nethansa using logos of Nethansa for such activities (after they have been made available by Nethansa for this purpose).
17. Fixing and reproduction of the Nethansa Platform or any part thereof, the translation, adaptation, rearrangement or any other modification of the Nethansa Platform or any part thereof, the creation of unauthorised extensions to the Nethansa Platform or any part thereof, and the dissemination of the Nethansa Platform or any part thereof, including its distribution, lending, renting or leasing of copies of the Nethansa Platform to third parties are prohibited without Nethansa's prior written consent under pain of nullity. The Contracting Party's breach of this provision shall constitute a gross breach of the Agreement entitling Nethansa to terminate the Agreement with immediate effect.

#### **V. Fees.**

18. Under the Agreement, in consideration for the Licence to use the Nethansa Platform, the Contracting Party shall pay Nethansa the fees set out in the Agreement. The fees may include:
- a. Subscription Fee;
  - b. Success Fee (commission-based remuneration).
19. In the case of the Subscription Fee, unless the Agreement provides otherwise:
- a. The Subscription Fee is payable in advance for a given settlement period. The payment is charged automatically by the payment operator from the Contracting Party's payment card on the first day of the applicable settlement period.
  - b. the billing period is a month or a year;
  - c. the first day of the billing period shall be the day of the Agreement conclusion, except for the case when the Contracting Party uses the Trial Period; in the case when the Contracting Party uses the Trial Period, the first day of the billing period shall be the day following the last day of the Trial Period;
  - d. the maturity of the Subscription Fee shall not affect the maturity of the Success Fee payable to Nethansa and any other charges set out in the Agreement;
  - e. in the event that the subscription is cancelled before the end of the current billing period, Nethansa will not refund to you any billed and collected Subscription Fees.
20. In the case of Success Fee (commission remuneration), unless the Agreement provides otherwise:
- a. Success Fee is payable in arrears for the completed billing period. Payment is billed and collected automatically by the payment operator from the Contracting Party's payment card on the first day after the end of the billing period;
  - b. the billing period is one month;
  - c. the first day of the billing period is the day of concluding the Agreement, except for the case when the Contracting Party uses the Trial Period; in the case when the Contracting Party uses the Trial Period, the first day of the billing period shall be the day following the last day of the Trial Period;
  - d. Success Fee is calculated by multiplying the sum of the Transaction Prices for the relevant billing period by the applicable Success Fee amount for the selected License version. Success Fee is always calculated on the amount of sales (without deduction of refunds) on all Marketplaces which are subject to the Agreement.
21. The Contracting Party has the option to pay by the payment cards indicated in the card payment panel. Payment card payments made by the Contracting Party to Nethansa are settled by Adyen B.V., based in Amsterdam, the Netherlands, in accordance with the terms and conditions available at <https://docs.adyen.com/legal/terms-conditions>.

22. Nethansa does not gather, collect or store payment card details of Contracting Parties. Nethansa does not process payment transactions directly and is not a payment service provider or payment institution within the meaning of the Payment Services Act of 19 August 2011 (i.e. Journal of Laws of 2020, item 794, as amended).
23. Refusal to accept payment by the Contracting Party's payment card may occur, among others, in the event of: 1) expiry of the period until which it is possible to use the payment card; 2) blocking of the payment card; 3) inconsistency of the signature of the person authorised to use the payment card on the payment card identifying such person with the signature on the charge document; 4) refusal to show an identity document in the case of, reasonable doubts as to the identity of the person using the payment card; 5) finding out that the payment card is used by an unauthorised person; 6) inability to accept a payment transaction.
24. As Nethansa is not a payment institution or a payment service provider within the meaning of the Payment Services Act of 19 August 2011 (i.e. Journal of Laws of 2020, item 794, as amended), any complaints regarding payments made with a payment card should be submitted directly to the payment service provider. Complaints will be handled in accordance with the terms and conditions of the payment service provider.
25. Payment of Nethansa's fees shall be deemed to have been made on the date on which the amount of fee is credited to Nethansa's bank account or on receipt by Nethansa of confirmation of the successful transfer of funds to Nethansa by the payment service provider.
26. You agree that Nethansa will automatically commence cyclical billing and collection of Nethansa's remuneration for your Licence for subsequent billing periods in accordance with the applicable specific terms and conditions of the Licence version selected by you.
27. Invoices will be made available to the Contracting Party by Nethansa in electronic form, by e-mail or via the Nethansa Platform panel. At the Contracting Party's request, invoices will be sent by registered post, in which case Nethansa is entitled to charge the Contracting Party the cost of the registered post and a handling fee of 5 EUR.
28. In the event of a delay in the payment of the due remuneration to Nethansa:
  - a. for a period exceeding 14 days, Nethansa may restrict or suspend access to the Nethansa Platform or restrict access to selected functionalities of the Nethansa Platform by notifying the Contracting Party in the Nethansa Platform panel. In the event of suspension or restriction of access to the Nethansa Platform, Nethansa shall retain the right to the Subscription Fee and Success Fee set out in the Agreement for the period of suspension or restriction of access. Full access to the Nethansa Platform shall be restored by Nethansa immediately upon payment in full by the Contracting Party of Nethansa's due fees.
  - b. Nethansa shall be entitled to charge, at its discretion, statutory interest for late payment or statutory interest for late payment in commercial transactions.
  - c. In the event that the demand for payment is sent by courier or by Poczta Polska, Nethansa shall be entitled to charge the Contracting Party the cost of the registered letter and a handling fee of EUR 5.
29. The blockade of a Contracting Party's Sales Account on the Marketplace does not affect the due remuneration to be paid to Nethansa, in particular the Subscription Fee.
30. During the term of the Agreement, the Contracting Party may change the version of the Licence in accordance with the functional scope of the Licence version in force at any time by purchasing access to a higher or lower Licence version. The change of the Licence version shall be made automatically in the settings panel of the Nethansa Platform and shall be effective subject to the Contracting Party receiving by email to the address indicated by the Contracting Party a confirmation of Nethansa's acceptance of the Licence version change order or at the time of confirmation of the change of the Licence version in the panel of the Nethansa Platform. If the change:
  - a. increases the functional scope of the Nethansa Platform (higher version of the Licence) - the Nethansa Platform in the selected version of the Licence will be made available to the Contracting Party immediately after the Contracting Party has paid the difference in the Subscription Fee. In this situation, the settlement shall be made proportionally to the period for the given functional scope and the respective Subscription Fee resulting therefrom;
  - b. narrows the functional scope of the Nethansa Platform (lower Licence version) - the Nethansa Platform in the selected lower Licence version will be made available to the Contracting Party at the start of the next billing period. Contracting Party's declaration of intent to narrow the scope of the License version must be submitted by the Contracting Party no later than 72 hours before the end of the current billing period.
31. Nethansa reserves the right to change the amount of the fees due each time by informing the Contracting Party of the planned change via email or in the Nethansa Platform panel at least 14 days in advance. Unless otherwise expressly indicated by Nethansa, the change to the fees shall enter into force at the beginning of the next billing period, however not before the expiry of the aforementioned 14-day period. The Contracting Party's use of the Nethansa Platform after the effective date of the Nethansa fees change shall constitute the Contracting Party's consent to such changes. If the Contracting Party does not agree to the change in fees he shall be entitled to

terminate the Agreement prior to the effective date of the change in the Nethansa fees in accordance with clause 44 below.

**VI. Level of service provision. Accountability.**

32. The Contracting Party may only use the Nethansa Platform in accordance with the Agreement, including the General Terms and Conditions of Licence, the purpose of the Nethansa Platform and its functionalities as described in the Nethansa Platform specification.
33. The Contracting Party may not use the Nethansa Platform for purposes that are contrary to the law, the terms of the licence granted, the Marketplace regulations, the rules of social coexistence and good morals (prohibition of unlawful acts). In particular, it is prohibited to:
  - a. provision by the Contracting Party of illegal content, including content which is contrary to the law, good practice or infringes intellectual property rights of third parties;
  - b. Contracting Party's use of the Nethansa Platform to destabilise the operation, confidentiality or integrity of the Nethansa Platform, other computer systems belonging to Nethansa or third parties, to compromise the integrity or confidentiality of data stored on the Nethansa Platform.
34. The Contracting Party shall be liable for the acts and omissions of the End Users as for its own.
35. The Nethansa Platform is available 7 days a week, 24 hours a day, with the exception of maintenance and update breaks and extraordinary downtimes, of which Nethansa will, if possible, notify the Contracting Party 24 hours in advance via email or in the Nethansa Platform settings panel, unless caused by an emergency situation beyond Nethansa's control. Nethansa guarantees the availability of the Platform at an SLA: 98% per calendar year.
36. The Nethansa Platform has been tested for correct operation as standard. Nethansa warrants that it is working properly, i.e. in a manner substantially in accordance with the current specifications of the Nethansa Platform. For the avoidance of doubt, Nethansa's liability under statutory warranty for defects is excluded. Nethansa reserves the right to introduce new features to the Nethansa Platform in the Beta version. These features are tested in a test and production environment and may be made available to some Contracting Parties, but will not be fully operational parts of the Nethansa Platform until they are included in the standard offering and Nethansa's liability for defects in individual features of the Nethansa Platform made available in the BETA version is excluded. The Nethansa Platform has not been developed based on the Contracting Party's individual expectations and Nethansa does not guarantee that the Nethansa Platform will meet the Contracting Party's individual expectations in terms of its operation and functionality.
37. Nethansa shall not be liable for non-performance or improper performance of the Agreement, including for unavailability or malfunction of the Nethansa Platform, resulting from:
  - a. the Contracting Party's use of the Nethansa Platform in contravention of the Agreement, including the General Terms and Conditions of Licence, the purpose of the Nethansa Platform and its functionalities as described in the specifications of the Nethansa Platform;
  - b. the Contracting Party's use of the Nethansa Platform in contravention of the documentation and instructions made available to the Contracting Party;
  - c. malfunction or unavailability of the Contracting Party's IT environment, including the z. Contracting Party's Information System, software provided by the Contracting Party or through it by third parties, in particular the warehouse system and faulty or inconsistent functioning of the server, on which such software is implemented;
  - d. defects in the data entered into the Nethansa Platform by the Contracting Party;
  - e. malfunction or unavailability of the Marketplace, including the databases of Goods and Transactions made available by the Marketplace;
  - f. the lack of required cooperation from the Contracting Party regarding the lack of required integration of the Nethansa Platform with the Marketplace;
  - g. acts of third parties for which Nethansa is not responsible.
38. Nethansa is not a party to any agreements entered into by the Contracting Party with Marketplace, Buyers or other contracting parties and therefore shall not be liable to the Contracting Party or any third party for the non-performance or improper performance of such agreements.
39. Nethansa shall not be liable to the Contracting Party in the event that Nethansa prevents access to unlawful data in the event that Nethansa receives official notification or (after prior notification to the Contracting Party) has reliable knowledge of the unlawful nature of the data or of the related activities (*notice and takedown procedure*).
40. Nethansa is not responsible for incorrect data entered by the Contracting Party into the Nethansa Platform, in particular: VAT rate, purchase cost, EAN/UPC code.
41. Nethansa is not responsible for the consequences of the Contracting Party's provision of access data to the Nethansa Platform and the Contracting Party's Information Systems to unauthorised persons. The foregoing shall



include the provision by the Contracting Party of access to the Account containing, among other things, confidential data, FTP servers, access to APIs or the development environment.

42. Nethansa shall be liable to the Contracting Party for non-performance or improper performance of the Agreement, subject to the following limitations:
  - a. Nethansa' liability for non-performance or improper performance of the Agreement, where the damage is due to Nethansa' wilful misconduct, up to the amount of the damage;
  - b. in all other cases - Nethansa's total liability for non-performance or improper performance of the Agreement shall be limited to the actual damage (Nethansa shall not be liable for lost profits or indirect damage) and to an amount equivalent to the total Subscription Fees paid by the Contracting Party during the 12 (twelve) months preceding the occurrence of the damage.

#### **VII. Duration of the Agreement. Termination of the Agreement.**

43. Unless the Agreement expressly provides otherwise, it is concluded for a definite period of time corresponding to the billing period selected by the Contracting Party. After the lapse of a given settlement period, the Agreement shall be automatically extended for the same settlement period for which it was concluded earlier.
44. The Contracting Party may terminate the Agreement at any time with effect at the end of a particular billing period. The Contracting Party's declaration of termination of the Agreement and objection to automatic extension of the Agreement for the next billing period in order to be valid must be submitted via e-mail to the following address: [cancellations@nethansa.com](mailto:cancellations@nethansa.com) or by the Contracting Party selecting the appropriate option in the Nethansa Platform panel at least 72h before the start of the next billing period.
45. Each of the Parties shall have the right to terminate the Agreement with immediate effect in the event of a breach of material provisions of the Agreement by the other Party, provided, however, that the other Party has been previously summoned in writing under pain of nullity to cease the breach within a period of not less than 7 days and its expiry has been ineffective.
46. Notwithstanding the foregoing, Nethansa shall be entitled to terminate the Agreement with immediate effect, without notice, in the event of:
  - a. the Contracting Party's use of the Nethansa Platform in breach of the terms of the Licence;
  - b. infringement by the Contracting Party of Nethansa's proprietary copyrights in the Nethansa Platform;
  - c. a delay by the Contracting Party in the payment of fees to Nethansa of at least 14 days (irrespective of the number of unpaid invoices and the amount of remuneration).
47. In the event of termination of the Agreement with immediate effect by Nethansa for reasons attributable to the Contracting Party, the fees paid by the Contracting Party shall not be refunded to the Contracting Party. In the event of termination of the Agreement with immediate effect by Nethansa, Nethansa shall be entitled to claim payment by the Contracting Party of the fees that is due at the time of termination. The foregoing shall not limit Nethansa's right to assert other claims.

#### **VIII. Amendments to the General Terms and Conditions of Licence**

48. Nethansa reserves the right to amend the General Terms and Conditions of Licence for important reasons including:
  - a. changes to the operation of the products and services offered by Nethansa, including changes to the specifications of the Nethansa Platform and the version of the Licence;
  - b. the introduction by Nethansa of new products or services to which the General Terms and Conditions of Licence will apply;
  - c. change the regulations, policies or rules applied by the Marketplace insofar as they affect the products or services offered by Nethansa to which the General Terms and Conditions of Licence apply;
  - d. changes for security reasons, including those aimed at preventing the use of the Nethansa Platform in a manner contrary to law or to the General Terms and Conditions of Licence;
  - e. a change in applicable law or the implementation of an obligation arising from a court decision or an administrative decision affecting the conduct of Nethansa's business;
  - f. the need to update the service provider's details as indicated in the General Terms and Conditions of Licence.
49. Nethansa shall each time inform the Contracting Party of amendments to the General Terms and Conditions of Licence via the panel of the Nethansa Platform or by e-mail, providing the content of the amended General Terms and Conditions of Licence or a link to download them at least 14 days in advance, unless for reasons beyond the control of Nethansa it is not possible to comply with the above deadline. Your use of the Nethansa Platform after the effective date of the amended General Terms and Conditions of Licence shall constitute your acceptance of such amendments.

50. If you do not agree with the changes to the General Terms and Conditions of Licence, you may terminate the Agreement in accordance with section 44 above. The Contracting Party's right to terminate the Agreement is excluded if the changes to the General Terms and Conditions of Licence result only from changes in applicable law or changes to the regulations, policies or rules applied by the Marketplace to the extent that they affect the products or services offered by Nethansa. Until the termination of the Agreement, the current General Terms and Conditions of Licence shall apply. Unless otherwise expressly stated by Nethansa, the amended General Terms and Conditions of Licence shall enter into force at the beginning of the next billing period, but not before the expiry of the aforementioned 14-day period.

**IX. Confidentiality. Processing of personal data.**

51. The principles governing the processing of the Contracting Party's personal data are set out in the [Privacy Policy of the Nethansa Platform](#).

52. The rules of entrustment of data processing related to the Contracting Party's use of the Nethansa Platform by Nethansa are set out in the document: [Entrustment of Data Processing](#), which forms an integral part of the Agreement.

53. The Parties undertake to maintain the confidentiality of any information constituting the business secret of the other Party, which comes into the possession of the Party in connection with the conclusion and performance of the Agreement. In particular, the Contracting Party undertakes to keep confidential any information relating to the principles of operation, functionality, code of the Nethansa Platform and the terms of the Nethansa commercial offer. The obligation of confidentiality shall apply for the entire duration of the Agreement and for as long as the information has economic value for the Party, in any case no less than 3 years after the expiry or termination of the Agreement, for whatever reason. Each Party guarantees the confidentiality of its employees and associates and other persons to whom it provides access to the Nethansa Platform and is responsible for their acts and omissions as if they were its own.

54. Nethansa will keep the data entered into the Nethansa Platform by the Contracting Party confidential. Such data shall be processed by Nethansa within the framework of the Account to the extent and for the time required for the performance of the Agreement. Furthermore, Nethansa is entitled to process such data to the extent necessary for:

- a. the interaction of the Nethansa Platform with the Marketplace software where the Contracting Party publishes an offer for Goods and to make the information available to the operator of that Marketplace to the extent necessary for that interaction;
- b. the analysis and machine learning of the algorithms of the Nethansa Platform and its improvement and development, in particular in connection with the price prediction process; after the expiry or termination of the Agreement, for whatever reason, the data for the purposes may be processed by Nethansa, including dissemination, in an anonymised form, i.e. making it impossible to identify the Contracting Party, the Buyers or its contracting parties;
- c. determine the fees due to Nethansa (including Success Fee) and other values necessary for settlement between the Parties.

**X. Complaints.**

55. Contracting Party has the right to lodge complaints on matters relating to the Nethansa Platform.

56. Complaints are handled by Nethansa.

57. The complaint should include:

- a. name of the complainant,
- b. contact details,
- c. the subject matter of the complaint, and
- d. the circumstances justifying the complaint.

58. Complaints may be submitted through the communication channels provided by Nethansa, e.g. e-mail to [complaints@nethansa.com](mailto:complaints@nethansa.com), chat or to Nethansa's registered address.

59. Complaints shall be processed within 30 days of their receipt from the complainant. Nethansa shall notify the complainant of its decision as a result of complaint review by e-mail to the address provided in the complaint or by any other communication channel selected by the complainant when submitting the complaint.

60. The complaint considered in accordance with the provisions of the General Terms and Conditions of Licence is not subject to further or reconsideration..



61. Nethansa reserves the right to require the complainant to provide information or clarification when this is required to investigate the complaint. The explanations or information shall be provided by the complainant within 14 days. If this time limit is not observed, Nethansa shall be entitled to leave the complaint without consideration.

**XI. Final Provisions.**

62. The Contracting Party shall not be entitled to assign any right under the Agreement to any other party without Nethansa's prior written consent under pain of nullity.
63. Nethansa shall be entitled to transfer all of its rights and obligations under the Agreement to a third party in the event of a disposal of the author's economic rights to the Nethansa Platform, including as part of the disposal of an enterprise or an organised part thereof. Notwithstanding the foregoing, Nethansa shall be entitled to assign all of its rights and obligations under the Agreement to a third party, provided that it is a natural person or entity related by capital of Nethansa.
64. The Agreement (including these General Terms and Conditions of Licence) shall be governed by Polish law. Any disputes arising out of or in connection with the Agreement (including these General Terms and Conditions of Licence) shall be settled by the common court having jurisdiction over the registered office of Nethansa.