

TERMS AND CONDITIONS

Table of contents

GENERAL PROVISIONS.....	1
DEFINITIONS.....	2
TECHNICAL REQUIREMENTS.....	4
GENERAL TERMS OF USE OF DIGITAL SERVICES.....	4
ACCOUNT SERVICE AGREEMENT.....	5
APPLICATION SERVICE AGREEMENT.....	6
FEES AND BILLING.....	7
PROHIBITED CONTENT.....	8
LIABILITY OF THE SERVICE PROVIDER.....	10
COMPLAINTS.....	10
SERVICE PROVIDER'S INTELLECTUAL PROPERTY.....	10
PROCESSING OF PERSONAL DATA.....	11
OUT-OF-COURT DISPUTE RESOLUTION.....	11
PRICE LIST.....	11
CHANGES TO THE TERMS AND CONDITIONS.....	11
FINAL PROVISIONS.....	12

§ 1.

General provisions

1. These Terms and Conditions (hereinafter: "**Terms and Conditions**") define the terms and conditions of use of the "Customino" application operating at the www.customino.com (hereinafter: "**Application**") and Digital Services provided by the Service Provider.
2. The Terms and Conditions are the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on the provision of electronic services (hereinafter: "**Electronic Services Act**").
3. The entity providing Digital Services is Jarosław Niewrzał, conducting business activity under the name "Jarosław Niewrzał GENSO" (address of the permanent place of business: Janiny Omańkowska 93A lok. 6, 60465 Poznań), entered into the Central Register of Information on Business kept by the minister in charge of economy, with NIP: 6991180034, REGON number: 301434576 (hereinafter: "**Service Provider**").
4. Contact with the Service Provider is possible via:
 - 1) e-mail – at: contact@customino.com;
 - 2) traditional mail – at the address: Janiny Omańkowskiej 93A lok. 6, 60-465 Poznań;
5. In accordance with the provisions of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act) (hereinafter: "**DSA**"), the Service Provider has designated a contact point for direct communication with the authorities of the EU Member States, the European Commission, the Digital Services Council and Users on matters covered by the DSA. The contact point is available at: contact@customino.com. Communication within the contact point takes place in Polish.

6. The information available in the Application about the Digital Services provided by the Service Provider, in particular their descriptions, technical and performance parameters and prices, constitute an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code Act of 23 April 1964 (hereinafter: the "**Civil Code**").
7. Before using the Application, the User is obliged to read the Terms and Conditions and the Privacy Policy.
8. The Service Provider represents, and the Service Recipient acknowledges that the Application Use Service provided by the Service Provider is distributed in the "merchant of record" model by Paddle.com Market Ltd. (Judd House, 18-29 Mora Street, London, EC1V 8BT, United Kingdom) (hereinafter: "**Supplier**"). This means that the Service Provider provides the Service Recipient with the Application Use Service as a subcontractor of the Supplier, based on an agreement concluded directly between the Supplier and the Service Recipient. In particular, the Supplier is entitled to accept payments from the Service Recipient required in connection with the use of the Application Usage Service.

§ 2. Definitions

1. Capitalized words used in the Terms and Conditions have the following meanings:
 - 1) **Account** - a panel created in the Application's IT system, enabling the Service Recipient to use its functionalities, including the Account Service;
 - 2) **Account Service** - a digital service within the meaning of the provisions of the Act on Consumer Rights, consisting in the creation and maintenance of an Account by the Service Provider for the Service Recipient;
 - 3) **Account Service Agreement** - an agreement for the provision of a digital service within the meaning of the Consumer Rights Act, under which the Service Provider undertakes to provide the Account Service to the Service Recipient free of charge for an indefinite period, and the Service Recipient undertakes to provide the Service Provider with their data, including personal data;
 - 4) **Agreement** - the Account Service Agreement, the Application Use Service Agreement and the Personalization Service Agreement;
 - 5) **Application Use Service** - a digital service within the meaning of the Consumer Rights Act, consisting in enabling the Service Recipient by the Service Provider to use the functionalities of the Application consisting in providing Customers with the ability to create and send Personalization to the Service Recipient, which the Service Recipient may then use for the purposes of performing the agreement concluded with the Customer;
 - 6) **Application Use Service Agreement** - an agreement for the provision of a digital service within the meaning of the Consumer Rights Act, under which the Service Provider undertakes to provide the Application Use Service to the Service Recipient for a fee. The Service Provider is the entity providing the Application Use Service as a subcontractor of the Supplier. The condition for concluding the Agreement for the provision of the Application Use Service is the prior conclusion of the Account Service Agreement.
 - 7) **Client** - a person who has concluded a Personalisation Service Agreement with the Service Provider or has taken steps to conclude it;
 - 8) **Consumer** - a natural person performing a legal transaction with the Service Provider or the Supplier not directly related to their business or professional activity;
 - 9) **Consumer Rights Act** - the Act of 30 May 2014 on Consumer Rights;
 - 10) **Credit** - an additional Digital Service that the Service Recipient may purchase outside the Package;
 - 11) **Digital Service** - the Account Service, the Application Use Service or the Personalization Service;

- 12) **Entrepreneur** – a natural person, a legal person or an organizational unit without legal personality, which is granted legal capacity by specific Terms and Conditions, conducting business or professional activity in its own name;
- 13) **Non-compliance** – means non-compliance of the Digital Service with the Agreement for its provision (the criteria for assessing the compliance of the Digital Service with the Agreement for its provision are set out in Article 43k(1)-(2) of the Consumer Rights Act);
- 14) **Package** – a set of specific Services used by the Application offered by the Service Provider through the Application. The currently available Packages and their prices are shown in the Price List;
- 15) **Personal Data Processing Agreement** – an agreement specifying the terms and conditions of entrusting the processing of personal data (other than the personal data of the Service Recipient) stored on the Service Recipient's Account by the Service Recipient (acting as a personal data controller) to the Service Recipient's Account;
- 16) **Personalization** – an electronic file created by the Client as part of the use of the Personalization Service;
- 17) **Personalization Service Agreement** – an agreement for the provision of a Digital Service within the meaning of the Consumer Rights Act, under which the Service Provider undertakes to provide the Customer with the Personalization Service free of charge;
- 18) **Price List** – a document or information specifying the current price of the Application Use Service and Application Service Packages;
- 19) **Prohibited content** – any content (regardless of its form):
 - a) calling for or approving of the commission of a prohibited act;
 - b) calling for or commending violence against humans or animals;
 - c) being drastic materials;
 - d) incites hatred or discrimination against any person or group of people, for any reason;
 - e) promoting Nazism, fascism or communism;
 - f) that is false or misleading;
 - g) presenting goods or services the possession or performance of which is prohibited or restricted by applicable law;
 - h) infringing personal rights and intellectual property rights (including copyrights or industrial property rights) of third parties;
 - i) depicting the image of a naked person;
 - j) that are sexually explicit or pornographic;
- 20) **Privacy Policy** – a document containing information on the processing of personal data of Service Recipients by the Service Provider;
- 21) **Service Recipient** – a person who has concluded the Account Service Agreement or has taken steps to conclude it;
- 22) **Service Recipient's Content** – all data (including personal data), electronic files, information and materials saved by the Service Recipient on the Account. The Service Recipient's Content also includes Personalizations sent to the Service Recipient by the Clients;
- 23) **Subscription Fee** – a fee paid by the Service Recipient in advance in exchange for the Application Use Service, determined in accordance with the Price List in force at the time of its order;
- 24) **Subscription Period** – the period for which the Service Provider (acting as a subcontractor of the Supplier) makes the Application Use Service available to the Service Recipient in accordance with the Price List and the Package selected by the Service Recipient;
- 25) **Trial Period** – a period during which the Service Recipient has the right to use the Application using the Service free of charge, in order to familiarize themselves with the functionality of the Application;

- 26) **User** – the Service Recipient or the Client.
2. Capitalized words used in the Terms and Conditions, which are not defined in section 1 above, have the meaning assigned to them in the content of the Terms and Conditions.

§ 3.

Technical requirements

1. In order for the Users to properly use the Digital Services provided by the Service Provider through the Application, it is necessary jointly:
 - 1) Internet connection;
 - 2) having devices that allow you to use Internet resources;
 - 3) current and correctly configured version of web browsers: Chrome on Android devices and desktop devices, Safari on Apple mobile devices, Chrome on desktop devices indicated;
 - 4) using a web browser that allows hypertext documents to be displayed on the screen of the device, linked to the Internet by a web service and that supports the JavaScript programming language, and also accepts cookies;
 - 5) in the case of Service Recipients – having an active e-mail account.
2. As part of the Application, it is forbidden for Users to use viruses, bots, worms or other computer codes, files or programs (in particular those automating the processes of scripts and applications or other codes, files or tools).
3. The Service Provider informs that it uses cryptographic protection of electronic transfer and digital content by using appropriate logical, organizational and technical measures, in particular to prevent third parties from accessing data, including SSL encryption, the use of access passwords and antivirus or anti-unwanted software programs.
4. The Service Provider informs that despite the application of the security measures referred to in section 3 above, the use of the Internet and services provided by electronic means may be at risk of malware getting into the ICT system and the User's device or gaining access to data on this device by third parties. To minimize the above-mentioned threat, the Service Provider recommends the use of antivirus programs or means protecting identification on the Internet.

§ 4.

General Terms of Use of Digital Services

1. The User is obliged to use the Digital Services in a manner consistent with the provisions of generally applicable law, the provisions of the Terms and Conditions, as well as with good practices.
2. The provision of illegal content (including Prohibited Content) by the User is prohibited.
3. The Service Recipient using the Digital Services is obliged to provide only data (including personal data) consistent with the actual state. The Service Provider shall not be liable for the consequences of providing false or incomplete data by the Service Recipient.
4. If an action in the Application (in particular the conclusion of the Agreement) is performed by a natural person acting on behalf of a User who is not a natural person, the performance of such an action is tantamount to the submission by the natural person performing such an activity of a statement that he or she is entitled to represent the User. The Service Provider is entitled to require such a natural person to submit proof of their authorization to represent the User, in particular a power of attorney document or an extract from the relevant register. In the event of performing an action on behalf of the User despite the lack of authorization to represent the User, the natural person performing this action is liable under the provisions of the Civil Code.
5. The same Service Recipient may conclude only one Agreement for the provision of the Application Use Service.
6. The conclusion of the Agreement for the provision of the Application Use Service requires the prior conclusion of the Account Service Agreement.
7. In particular, the following shall be considered a violation of the Terms and Conditions:

- 1) provision of illegal content by the User;
 - 2) your use of the Digital Services for other than their intended purpose;
 - 3) providing false or incomplete data by the Service Recipient;
 - 4) performance by a natural person of actions on behalf of the User despite the lack of authorization to represent the User;
 - 5) conclusion by the Service Recipient of more than one Agreement for the provision of the Application Use Service without the consent of the Service Provider.
8. In the event of a violation of the Terms and Conditions, the Service Provider may call on the User to remove it and set a deadline of not less than 7 (seven) days for this purpose.
 9. Any statements, summons, notifications and information referred to in the Terms and Conditions may be sent by e-mail, unless a specific provision of the Terms and Conditions provides otherwise.

§ 5.

Account Service Agreement

1. To conclude the Account Service Agreement, the Service Recipient should perform the following actions:
 - 1) go to the Application website and then go to the Account registration form;
 - 2) In the form that appears, enter:
 - a) name and surname;
 - b) e-mail address;
 - c) password created by the Service Recipient;
 - 3) it is mandatory to tick the checkbox next to the declaration of reading the Terms and Conditions and the Privacy Policy and accepting their provisions;
 - 4) Click "Register".
2. Clicking the "Register" option is tantamount to concluding the Account Service Agreement by the Service Recipient.
3. The Service Recipient obtains access to the Account immediately after concluding the Account Service Agreement.
4. By means of the Account, the User may, in particular:
 - 1) store your data;
 - 2) purchase Packages;
 - 3) use the purchased Application Use Service.
5. The Service Provider informs, and the Service Recipient acknowledges, that maintaining the compliance of the Account Service with the Account Service Agreement does not require the Service Recipient to install its updates.
6. The Service Recipient may terminate the Account Service Agreement at any time and without giving a reason with immediate effect.
7. Termination of the Account Service Agreement by the Service Recipient shall take place by submitting to the Service Provider a statement of termination of the Account Service Agreement. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions.
8. The actions indicated in section 10 above may also be performed by the Service Recipient by deleting the Account on their own using the functionality of the Application.
9. In the case of:
 - 1) the Service Recipient does not log in to the Account for a period longer than 3 (three) months from the date of the end of the Trial Period or the last Subscription Period paid for by the Service Recipient,
 - 2) the Service Recipient uses the Account in a manner contrary to the provisions of generally applicable law, the provisions of the Terms and Conditions or good practices, as well as the provision of illegal content by the Service Recipient,

- The Service Provider may terminate the Account Service Agreement with a notice period of 7 (seven) days by submitting a notice statement of termination to the Service Recipient via e-mail. After the expiry of the notice period indicated in the preceding sentence, the Account is permanently deleted. During the notice period, the Service Provider may block the Service Recipient's access to the Account for a period not exceeding 7 (seven) if it is necessary to prevent further violations by the Service Recipient

10. In the event of application of the measure referred to in section 9 above, the Service Recipient against whom the measure has been applied may file an appeal on the terms described in § 11 of the Terms and Conditions.
11. If prior to the termination of the Application Service Agreement, regardless of the basis for this action, the Service Recipient has entered into an Application Service Agreement, the termination of the Application Service Agreement by either Party shall be tantamount to a simultaneous termination of the Application Service Agreement.

§ 6.

Application Service Agreement

1. On the basis of the Agreement for the Provision of the Application Use Service, the Service Provider (acting as a subcontractor of the Supplier) enables the Service Recipient (to the extent resulting from the Package purchased by the Service Recipient) to provide the Clients with the possibility of creating and sending Personalization to the Service Recipient, which the Service Recipient may then use for the purposes of performing the agreement concluded with the Customer.
2. In order to conclude the Agreement for the provision of the Application Use Service, the Service Recipient should perform the following actions:
 - 1) enter the Application and log in to the Account;
 - 2) select the Package that the Service Recipient wants to use;
 - 3) fill in the details of the payment card from which the Subscription Fee will be deducted in the displayed form;
 - 4) make payments for the Application Use Service;
 - 5) click "Subscribe now".
3. Clicking the "Subscribe now " option and making the payment of the remuneration for the first Subscription Period is tantamount to concluding the Agreement for the provision of the Application Use Service by the Service Recipient.
4. The agreement for the provision of the Application Use Service is concluded for an indefinite period of time.
5. The Service Provider informs, and the Service Recipient acknowledges, that maintaining the compliance of the Application Use Service with the Application Use Service Agreement does not require the installation of its updates.
6. In the event of the Service Recipient's violation of the provisions of the Terms and Conditions and failure to remedy this breach despite receiving the request referred to in § 4 section 8 of the Terms and Conditions, the Service Provider (acting as the Supplier's subcontractor) may terminate the Agreement on behalf of the Application Use Service with a notice period of 7 (seven) days, by submitting a notice of termination to the Service Recipient by e-mail. After the expiry of the notice period indicated in the preceding sentence, the Service Provider shall suspend the provision of the Application Use Service. During the notice period, the Service Provider may block the Service Recipient's access to the Application Use Service, if it is necessary to prevent further violations by the Service Recipient.

§ 7.

Use of the Application by the Service Recipient

1. In order to enable Customers to create Personalizations, the Service Recipient should create products in the Account to which the Personalizations may apply.

2. After creating a product, the Service Recipient may enable Customers to create Personalizations related to it by:
 - 1) adding a plug-in on the Service Recipient's website that enables the creation of Personalization directly on the Service Recipient's website, or
 - 2) providing Customers with a link to an individual website within the Application, through which the Customer can create Personalization.
3. Personalizations created and sent by Customers are saved in the Account.
4. The number of Personalizations that the Customer can create and upload is unlimited.
5. The Service Recipient may view the sent Personalizations and download them. The limit of Personalization downloads by the Service Recipient in a given Subscription Period results from the Package purchased by the Service Recipient.
6. If the limit of downloads in a given Subscription Period is exhausted, the Service Recipient may make further downloads after purchasing Credits. The Credits remain valid also in subsequent Subscription Periods, but may be used only in those Subscription Periods for which the Service Recipient has paid the Subscription Fee.
7. The Customer may create and send Personalizations despite the Service Recipient's failure to pay the Subscription Fee. However, failure to pay the Subscription Fee by the Service Recipient results in the Service Recipient's inability to download Personalization.
8. Deleting an Account (regardless of the reason for deletion) results in the permanent deletion of all Personalizations stored on it.

§ 8.

Personalization Service Agreement

1. On the basis of the Contract for the provision of Personalization Service, the Service Provider enables the Customer to create Personalizations and send them to the Service Recipient.
2. By commencing the creation of Personalization, the Customer submits a statement that they have read the Terms and Conditions and the Privacy Policy and that they accept their provisions.
3. The Personalization Service Agreement is concluded at the time of the Client's commencement of the creation of the Personalization, for the period of their creation.
4. Creating and sending Personalization by the Customer is free of charge.
5. Personalization sent to the Service Recipient cannot be edited by the Customer.
6. The Personalization Service Agreement terminates when Customer completes the creation of Personalization.
7. The Service Provider represents and the Client acknowledges that the Service Provider does not:
 - 1) is not responsible for the consequences of the Service Recipient's use of the Personalization sent to him/her,
 - 2) is not a party to the agreement concluded between the Service Recipient and the Client and therefore is not responsible for the consequences of its possible non-performance or improper performance by any of the parties to this agreement.

§ 9.

Probationary period

1. The Service Provider enables the Service Recipients to use the Application free of charge during the Trial Period.
2. The trial period starts on the day you create your Account and lasts for 7 (seven) days.
3. The provisions of the Terms and Conditions concerning the use of the Application under the Application Agreement shall apply accordingly to the use of the Application during the Trial Period.
4. The use of the Application after the end of the Trial Period requires the conclusion of the Application Use Agreement in accordance with the provisions of § 6 of the Terms and Conditions.
5. The Service Recipient may use the Trial Period only once. Multiple use of the Trial Period by the same Service Recipient is prohibited.

§ 10.

Fees and billing

1. For the use of the Application Use Service, the Service Recipient is obliged to pay the Subscription Fee indicated in the Price List.
2. Unless a specific provision of the Terms and Conditions or individual arrangements provide otherwise, all payments are made by the Service Recipients by means of a payment card, using the payment system available in the Application.
3. At the same time as making the payment for the first Subscription Period, the Service Recipient agrees that the Subscription Fee for subsequent Subscription Periods will be automatically charged directly from the payment card used by the Service Recipient to make the payment for the first Subscription Period.
4. The Supplier charges the Subscription Fee for the next Subscription Period on the first day after the end of the previous Subscription Period.
5. The Service Recipient is obliged to ensure that the funds available on the payment card enable the Supplier to charge the full Subscription Fee.
6. If the attempt to collect the Subscription Fee proves unsuccessful, the Service Provider (acting as a subcontractor of the Supplier) shall immediately notify the Service Recipient thereof and call on the Service Recipient to properly replenish the funds on the payment card or indicate another payment card from which the Service Provider may charge the Subscription Fee.
7. If the Service Recipient fails to perform the activities indicated in section 6 above within 3 (three) days from the date of receipt of the Service Provider's request, the Service Provider (acting as the Service Provider's subcontractor) is entitled to suspend the provision of the Application Use Service until the overdue Subscription Fee is paid.
8. The Supplier and the Service Provider shall not be liable to the Service Recipient for the consequences of suspending the provision of the Application Use Service for the reasons indicated in section 7 above.
9. Suspension of the provision of the Application Use Service for the reasons indicated in section 7 above does not result in the extension of the Subscription Period for the period of suspension of the provision of the Application Use Service.

§ 11.

Prohibited content

1. Each Service Recipient (hereinafter: "**Applicant**") is entitled to report to the Service Provider Prohibited Content noticed in the Application (hereinafter: "**Application**"). Independently, the Service Provider may take the actions specified in this section in relation to Prohibited Content that it has noticed on its own.
2. The application may be made by e-mail to the address indicated in § 1 section 5 of the Terms and Conditions.
3. The report should include the following information:
 - 1) a sufficiently substantiated explanation of the reasons why the content constitutes Prohibited Content;
 - 2) a clear indication of the exact electronic location of the information and (where applicable) additional information to identify the Prohibited Content, as appropriate to the type of Prohibited Content and the functionality of the Application;
 - 3) name and surname or business name and e-mail address of the Reporting Person, except for a report concerning information considered to be related to one of the offences referred to in Articles 3-7 of Directive 2011/93/EU of the European Parliament and of the Council of 13 December 2011 on combating the sexual abuse and sexual exploitation of children and child pornography, replacing Council Framework Decision 2004/68/JHA;
 - 4) a statement confirming the Reporter's good faith belief that the information and allegations contained in the Report are correct and complete.

4. After receiving the Application, the Service Provider sends the Applicant a confirmation of its receipt to the e-mail address indicated by the Applicant.
5. If the Request does not contain the elements indicated in section 3 above or contains errors, the Service Provider may request the Applicant to supplement or correct the Request within 14 (fourteen) days from the date of receipt of the above-mentioned request. If the Applicant fails to supplement or correct the Notification within the time limit indicated in the preceding sentence, the Service Provider may leave the Notification without consideration.
6. The Service Provider verifies the reported content within 14 (fourteen) days from the date of receipt of a complete and correct notification. As part of the verification activities, if necessary, the Service Provider may ask the Applicant to send the necessary additional information or documents.
7. Until the Notification is recognized, the Service Provider may block the visibility of the Prohibited Content.
8. After verifying the Application, the Service Provider:
 - 1) removes content that is Prohibited Content;
 - 2) Reinstates content that is not Prohibited Content (if it has been blocked during the verification phase of the Report);- at the same time giving the justification for the decision.
9. In the event of removal of content, the Service Provider shall immediately notify both the Applicant and the Service Recipient who created the removed content, providing the justification for the decision.
10. The justification of the Service Provider's decision includes:
 - 1) an indication of whether the decision includes the removal of content, blocking its visibility or imposes other measures referred to in the Terms in relation to this content and (where applicable) the territorial scope of the decision and its duration;
 - 2) the facts and circumstances on the basis of which the decision was made, including, where applicable, whether the decision was made on the basis of a report made by the Applicant or on the basis of voluntary verification activities carried out on the initiative of the Service Provider, and (where strictly necessary) the identity of the Applicant;
 - 3) where applicable, information on the use of automated means in decision-making, including whether a decision was made in relation to content detected or identified using automated tools;
 - 4) if the decision relates to potentially prohibited content, an indication of the legal basis or contractual basis on which the decision is based and an explanation of the reasons why the content is considered to be Prohibited Content on that basis;
 - 5) clear and friendly information for the Service Recipient and the Applicant on their options to appeal against the decision.
11. The Service Recipient whose content has been removed or the Applicant whose content has been refused by the Service Provider to remove the reported content may appeal against the Service Provider's decision (hereinafter: "**Appeal**").
12. The appeal may be submitted by e-mail to the address indicated in § 1 section 5 of the Terms and Conditions.
13. The Appeal should include:
 - 1) name and surname or name of the appellant,
 - 2) contact details (e-mail address, correspondence address),
 - 3) a detailed justification why, in the appellant's opinion, the Service Provider's decision is erroneous and should be changed.
14. The Service Provider shall immediately confirm receipt of the appeal by sending a notification to the e-mail address indicated by the appellant.
15. Appeals are considered within 14 (fourteen) days from the date of their receipt by an authorized team of the Service Provider (these activities will not be performed in an automated manner, without human participation).

16. The Service Provider notifies the appellant of the decision made as a result of considering the appeal by e-mail, and if at the same time it considers the submitted content to be prohibited – it takes actions against it provided for in the Terms and Conditions.

§ 12.

Liability of the Service Provider

1. The Service Provider undertakes to provide the Digital Services with due diligence.
2. To the extent permitted by the provisions of the Civil Code and the Act on Consumer Rights, the Service Provider shall not be liable to the Users for the consequences of:
 - 1) use by Users of any Digital Services available within the Application for other than their intended purpose;
 - 2) providing incorrect or false data by Users;
 - 3) the effects of the use of data authorizing access to the Account Service by third parties, if these persons came into possession of such data as a result of their disclosure by the Service Recipient or as a result of their insufficient protection by the Service Recipient against access by such persons.
3. To the extent permitted by the provisions of the Civil Code and the Act on Consumer Rights, the Service Provider shall not be liable for disruptions in the functioning of the Application resulting from:
 - 1) force majeure;
 - 2) necessary conservation and modernization works carried out in the Application;
 - 3) reasons attributable to the User;
 - 4) reasons beyond the Service Provider's control, in particular the actions of third parties, for which the Service Provider is not responsible.
4. The Service Provider undertakes to carry out the works referred to in section 3 point 2 above in a manner that is as inconvenient as possible for the Users and, if possible, to inform them in advance about the planned works.
5. The Service Provider undertakes, as far as possible, to remove disruptions in the functioning of the Application on an ongoing basis.

§ 13.

Complaints

1. In the event of noticing Non-compliance, the User is entitled to file a complaint (hereinafter: "**Complaint**").
2. The Complaint shall be submitted by e-mail to the address specified in § 1.4.1 of the Terms and Conditions.
3. Complaints regarding the Application Use Service shall be accepted, processed and executed by the Service Provider (acting on behalf of the Supplier).
4. A Complaint should contain at least:
 - 1) the User's name and surname;
 - 2) description of the noticed Non-Compliance;
 - 3) the date on which the Non-Compliance was noticed.
5. The Service Provider is obliged to consider the Complaint within 14 (fourteen) days of its receipt. If consideration of the Complaint requires the User to provide additional information, the period referred to in the preceding sentence is calculated from the date of providing the necessary information.
6. If the Complaint is considered legitimate, the Service Provider shall immediately notify the User and remove the reported Non-compliance within the period agreed with the User, but no longer than 30 (thirty) days from the date of notifying the User that the Complaint is considered legitimate.

7. If the Complaint is deemed unfounded, the Service Provider shall immediately notify the User and reject the Complaint. The Service Provider's decision to reject the Complaint is final and cannot be appealed.

§ 14.

Service Provider's Intellectual Property

1. All components of the Application, in particular:
 - 1) the name of the Application;
 - 2) the logo of the Application;
 - 3) photos and descriptions;
 - 4) the principles of operation of the Application, all its graphic elements, interface, software, source code and databases- are subject to legal protection under the provisions of the Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 – Industrial Property Law, the Act of 16 April 1993 on Combating Unfair Competition and other provisions of generally applicable law, including the provisions of European Union law.
2. Any use of the Service Provider's intellectual property without its prior, express permission is prohibited.

§ 15.

Processing of personal data

1. Information on the processing of personal data by the Service Provider can be found in the Privacy Policy available at: <https://customino.com/docs/en/policy.pdf>
2. The terms and conditions of entrusting the processing of personal data by the Service Recipient to the Service Provider are specified in the Personal Data Processing Agreement, constituting Appendix No. 1 to the Terms and Conditions.

§ 16.

Out-of-court dispute resolution

1. The provisions of this § 16 apply only to Users who are Consumers.
2. The User has the option of using out-of-court methods of dealing with complaints and pursuing claims.
3. Detailed information on the possibility of using out-of-court methods of handling complaints and pursuing claims by the User and the rules of access to these procedures are available at the offices and on the websites:
 - 1) district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection;
 - 2) Provincial Inspectorates of Trade Inspection;
 - 3) Office of Competition and Consumer Protection.
4. You may also use the Online Dispute Resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.
5. The Service Provider informs that unless such an obligation arises from mandatory provisions of law, it does not use out-of-court methods of dealing with complaints and pursuing claims. In addition, the Service Provider does not undertake to use the ODR platform referred to in section 4 above.

§ 17.

Price list

1. The current Price List is available on the Application's website,
2. The Price List may be changed at any time.
3. The change of the Price List does not in any way affect the amount of Subscription Fees specified in the Agreements concluded before the change of the Price List.

§ 18.

Changes to the Terms and Conditions

1. The Service Provider (in the case of the Application Use Service – acting on behalf of the Supplier) may amend the Terms and Conditions in the event of:
 - 1) change the Service Provider's business;
 - 2) the Service Provider commences the provision of new services, modifications of the services provided so far or ceases to provide them;
 - 3) make a technical modification of the Application, requiring adaptation of the provisions of the Terms and Conditions to them;
 - 4) legal obligation to make changes, including the obligation to adapt the Terms and Conditions to the current legal status.
2. Users will be informed about the change in the Terms and Conditions by publishing their amended version within the Application. Regardless of the amendment, the amended version of the Terms and Conditions will be sent to the Service Recipients by e-mail.
3. The Service Recipient who does not agree to the amendment of the Terms and Conditions may terminate the Agreement with immediate effect within 10 (ten) days from the date of receipt of information about the amendment to the Terms and Conditions. Failure to terminate the Agreement within the period indicated in the preceding sentence shall be deemed as consent to the amendment of the Terms and Conditions.
4. The Agreement shall be terminated by the Service Recipient submitting a notice of termination to the Service Provider. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions.
5. Immediately after receiving the statement referred to in section 4 above, the Service Provider deletes the Account.
6. In the event of termination of the Agreement for the provision of the Application Use Service, the Service Provider (acting on behalf of the Supplier) shall immediately suspend the provision of the Application Use Service to the Service Recipient.

§ 19.

Final provisions

1. The applicable law for the Terms and Conditions and the Agreements indicated therein is the Polish law. However, the choice of Polish law made in the preceding sentence does not deprive the Consumer of protection under the provisions of foreign law, which cannot be excluded by way of an agreement, and which would be applicable in the absence of the choice of Polish law made in the preceding sentence.
2. An integral part of the Terms and Conditions is Appendix No. 1 – Data Processing Agreement.
3. The current version of the Terms and Conditions is effective from 2024-12-17.