
**GENERAL TERMS AND CONDITIONS OF USING THE VERIORI
“VERIFIED SHOP” SERVICES CONSTITUTING AN INTEGRAL
PART OF THE CONTRACT FOR THE PROVISION OF
ELECTRONIC SERVICES**

**REGULATIONS FOR THE PROVISION OF SERVICES - GENERAL TERMS
AND CONDITIONS FOR THE PROVISION OF VERIORI “VERIFIED SHOP”
SERVICES, CONSTITUTING AN INTEGRAL PART OF THE CONTRACT
FOR THE PROVISION OF ELECTRONIC SERVICES**

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DEFINITIONS

1.1. Unless the wording of a specific provision or the context of the GTCC indicates otherwise, the following terms, written with a capital letter, shall have the following meanings:

Service Error	means a malfunction of the Services that makes it impossible or significantly difficult to use the Services, resulting from errors on the part of the Service itself, i.e. excluding cases arising from reasons attributable to the Client, Client's suppliers, communications providers or third parties;
Certification	a service consisting in awarding and maintaining the Verified Shop Certificate to the Client;
Verified Shop Certificate	a certificate issued under the conditions described in the GTCC, confirming that the Website Verification was carried out, in particular for offering original products to its clients via this Website;
Working day	each day of the month, excluding Saturdays and public holidays in Poland;
Order Form	the functionality of the Online Store, which consists in allowing Client to place an Order.
Helpdesk	a support service which consists in handling Service errors reported by the Client; Helpdesk is available at the e-mail address help@verified.shop ;
Client	a legal person or an organisational unit that is not a legal person, which has legal capacity, using the Veriori Service hereunder;
Code	HTML and JavaScript code that installs a plug-in for displaying the Verified Shop Certificate with the Verified status on the Website;
License	a license to use the Services;
Partner	a legal person or an organisational unit that is not a legal person, with which Veriori has an agreement that allows the Client to order the Service through its sales channels;

Preparation of Website	means a detailed set of activities that the Client must perform as part of the preparation to use the Services;
GDPR	Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing directive 95/46/EC (General Data Protection Regulation) (Official Journal of EU L. of 2016 No. 119);
Online Store	Website www.verified.shop through which the Client may place an order to purchase the Services directly from Veriori;
SLA	maintenance level of the Service determined by the response time and time of Service Errors resolution, performed through the Helpdesk;
Website	The Client's website covered by the Services provided by Veriori, indicated in the Order Form or in the order placed by the Partner;
Subscription Period	period of providing Services by Veriori, specified in the Order;
Fee	remuneration due to Veriori for the provision of the Services;
GTCC	means these general terms and conditions of the Contract which define the rules for the provision of Services by Veriori and their use by the Client;
Contract	a contract for the provision of Services, concluded as a result of placing an Order by the Client,
Services	Activation Service, Verification and Certification, provided by Veriori;
Activation Service	IT service consisting in the Implementation and first Verification, after which the Verified Shop Certificate is issued;

Copyright Act	the Act of 4 February 1994 on copyright and related rights (Journal of Laws 1994 No. 24, item 83, i.e. Journal of Laws 2021 item 1062 as amended);
Veriori or Service Provider	Veriori S.A. seated in Warsaw, 02-305, ul. Aleje Jerozolimskie 142B, registered in the District Court for the Capital City of Warsaw in Warsaw, 12th Division of the National Court Register, under the KRS number: 0000717939, NIP no. 7010801662, REGON no. 369471720;
Specifications	minimum technical conditions required by Veriori for the proper operation of the Services, available at www.verified.shop ;
Verification	one of the elements of the Services consisting in the verification of i.a. the Website, products sold on the Website as well as data related to the Website located on the Internet in order to assess the security of the Website in the event of offering particularly original products to its clients through this Website;
Implementation	the process of preparation of the Services for use.
Order	a declaration of will made by the Client to purchase Services from Veriori, not constituting the conclusion of a contract for the provision of Services until the effective payment for the Services in the amount assigned to the Subscription Period.

GENERAL PROVISIONS

- 1.2. These GTCC were defined for all Services available via the Online Store or through the Partner, offered by Veriori to its Clients.
- 1.3. The services shall be offered and provided exclusively for Clients and shall not be available to people who want to use the Service for purposes not related with their business activity (consumers).
- 1.4. The GTCC define the conditions for the purchase of Services, the provision of Services, including Implementation, Verification and Certification, as well as the rules of Client support provided through the Helpdesk.

- 1.5. The provisions of the GTCC take precedence over any other arrangements of the Parties, unless the Client and Veriori expressly, in writing, exclude individual editorial units of the provisions of these GTCC.
- 1.6. The GTCC together with the data identifying the Client, the Subscription Period selected by the Client and the price conditions assigned to it, shall constitute an indivisible Contract for the provision of Services.
- 1.7. By concluding a contract based on these GTCC, the Client undertakes to comply with its provisions, as well as the specific provisions of regulations and other documents to which they refer.
- 1.8. The Client shall be liable for any actions and omissions of another entity using the Services ordered by consent of the Client, as if the actions and omissions were their own.
- 1.9. Veriori reserves the right to modify the manner of providing the Services in accordance with the scope and conditions resulting from their rights, as well as in accordance with their technical possibilities, without deterioration of the quality of the Service provided.

ORDERS

- 1.10. Veriori Services shall be purchased by:
 - 1.10.1. placing an Order by the Client via the Order Form available on the Online Store website and effective payment for the Services, in the amount assigned to the selected Subscription Period. Placing an order via the Order Form shall be the only form of concluding the Contract via the Website, under the conditions specified in the GTCC; or
 - 1.10.2. placing an Order by the Client via the Partner and its sales channels and effective payment for the Services, in the amount assigned to the selected Subscription Period, under the conditions specified in the GTCC.
- 1.11. Until the order is confirmed, the Client shall have the right to modify the data being entered on his own (to do this, follow the displayed messages and information available on the Online Store website).
- 1.12. In the Order Form, it is necessary for the Client to provide the following data: (1) Website link, (2) e-mail address, Client's data (company name, NIP (tax identification) number, business address), (3) full name of the person placing the Order on behalf of the Client and (4) contact phone number to the Client.

- 1.13. In the event the Order Form fails to be correctly or fully completed by the Client and the content was confirmed by clicking on the “Order” field, Veriori reserves the right to refrain from commencing the provision of Services until it is supplemented or corrected by the Client.
- 1.14. Veriori shall not be responsible for the provision of false or incomplete data by the Client.
- 1.15. Recording, securing and providing the Client with the content of the concluded Contract shall take place by (1) providing the GTCC on the Online Store website and (2) sending the Client an e-mail which constitutes a confirmation of the Order and contains a copy of the GTCC.

CLIENT’S OBLIGATIONS

- 1.16. By placing the Order, the Client shall declare that:
- 1.16.1. they are interested in and ready to use the Services during the subscription period covered by the Order;
 - 1.16.2. all information provided in the Order is true;
 - 1.16.3. the person placing the Order on behalf of the Client is authorised to represent them as a formal representative or their proxy;
 - 1.16.4. they are entrepreneurs and will use the Services only for the purposes related to the business activity;
 - 1.16.5. they are authorised to receive VAT invoices from Veriori and accept to receive them electronically;
 - 1.16.6. their Website meets the Specifications necessary for Veriori to provide the Services;
 - 1.16.7. they are aware that any change in the infrastructure of the Website should comply with the Specifications indicated by Veriori, and the Client shall be responsible for any incompatibility of the Website with the Specifications;
 - 1.16.8. they did not market and does not intend to market products that may infringe the rights of third parties;
 - 1.16.9. they did not market and does not intend to market products that may violate applicable laws (both domestic and other jurisdictions);

- 1.16.10. they did not market and does not intend to market products that may damage good commercial practices and ethical standards – in particular in the field of: competition and consumer protection, human rights protection and their fundamental freedoms;
 - 1.16.11. they hold copyrights or appropriate licenses to all photos, graphics, texts, audio materials, video materials and any other materials constituting the Works within the meaning of the Copyright Act, posted on the Website, enabling them to grant Veriori a consent to carry out the Verification process, without infringement of third party interests;
 - 1.16.12. they consent to the processing of all data used by Veriori in the Verification process, for the purposes of the Verification process and further development of Veriori algorithms in accordance with the provisions of these GTCC.
- 1.17. By placing an Order, the Client undertakes to:
- 1.17.1. cooperate with Veriori in the performance of the Services by Veriori, on the terms provided for herein and by maintaining good commercial practices;
 - 1.17.2. notify the infrastructure provider of the Website about using Veriori's Services in order to reduce the risk of preventing Veriori from providing the Services;
 - 1.17.3. notify Veriori of any claims by a third party for infringement of copyright on the Website, immediately upon receipt of information on such claims;
 - 1.17.4. not to take any action that, in conjunction with the use of the Services, may result in a loss of confidence in the Veriori Services;
 - 1.17.5. not to sell, share, sublicense the software or code fragments thereof to third parties, whether against payment or free of charge;
 - 1.17.6. not to circumvent the technologies used by Veriori to provide and secure the Services;
 - 1.17.7. not to remove or alter any Veriori intellectual property notices embedded in the software provided by Veriori.
 - 1.17.8. not to decompile or disassemble entire or part of the software provided by Veriori, including for the purpose of obtaining the source code.
 - 1.17.9. not to use the Service in a manner that is inconvenient for other users of these Services.

- 1.17.10. not to act to the detriment of Veriori and other users of the Services or Veriori's clients. It is particularly forbidden to intentionally overload the Services, data transmission with computer viruses, transmission of IP packets with a false sender's address and other activities contrary to the Netiquette;
 - 1.17.11. not to replace the Certificate with its photo in order to present a different statute of the Certificate than the one presented by Veriori.
- 1.18. Shall any of the statements referred to in point 4.1. turn out to be false or any of the obligations specified in point 4.2. be violated by the Client, Veriori reserves the right to immediately suspend the provided Services and request the Client to comply with the above rules, without depriving Veriori of the right to remuneration due for the provision of the Services.

PREPARATION OF THE WEBSITE

- 1.19. After the conclusion of the Contract, Veriori or the Partner shall within 14 business days provide the Client with information on the activities that the Client must perform as part of the preparation to use the Services.
- 1.20. Together with a set of indicated information, Veriori or the Partner, shall inform the Client on:
- 1.20.1. additional tools, applications and software necessary for the proper performance of the Services;
 - 1.20.2. data categories, information and materials necessary for the proper provision of the Services.
- 1.21. The Client undertakes to immediately follow all recommendations of Veriori or the Partner and install the tools and software in accordance with their indications.

IMPLEMENTATION

- 1.22. Implementation of a number of activities preparing for the use of the Services, indicated in this section.
- 1.23. At the Implementation stage, in order to render the Services, Veriori shall provide the Client with the Code, and the Client undertakes to implement the Code on the Website. Upon the Client's request, Veriori shall provide additional instructions necessary to implement the Code.
- 1.24. The Client shall be responsible for the correct implementation of the Code and its operation on the Website.

- 1.25. Veriori reserves the right to modify the Code. In the event of Code modification, Veriori shall provide the Client with the updated Code, and the Client agrees to implement the updated Code immediately.
- 1.26. The Client undertakes to cooperate with Veriori with regard to the Implementation, in particular to provide Veriori with the necessary information upon Veriori's request.
- 1.27. After completing the Implementation stage, Veriori shall carry out the procedure of Activation Service consisting in the first Verification and the first update of the Verified Shop Certificate statute.

VERIFICATION

- 1.28. Each time, the verification shall consist in analysing the selected elements of the Website, data collected on the Internet relating to and/or describing the Website, as well as selected products subject to the sales process, placed on the Website or in other communication channels related to the Store Website, i.e. social media.
- 1.29. Each time, the verification shall end with a positive or negative assessment of the authenticity of the products placed on the Website, and the update of the Verified Shop Certificate status.
- 1.30. With the exception of the Verification covered by the Activation Service, Verification shall be carried out periodically at the time selected by Veriori.
- 1.31. By accepting the provisions of the GTCC, the Client shall acknowledge that the Verification process may generate additional traffic on the Website, which may result in additional load on the Client's resources (memory, server processor time and network bandwidth) or the resources of the Client's suppliers on which the Website is placed.

CERTIFICATION

- 1.32. After the Verification, Veriori shall grant the Client the appropriate Verified Shop Certificate status, depending on the result of the verification.
- 1.33. The validity of the Verified Shop Certificate shall be ensured by periodic Verifications carried out on dates selected by Veriori.
- 1.34. The Verified Shop Certificate shall be displayed on the Client's Website only after the Client correctly completed the Implementation process.
- 1.35. Veriori may grant one of the following Verified Shop Certificate statuses:

- 1.35.1. Verified – in the event that the result of the Verification is positive and shows that the Website is safe to offer original products via this Website;
 - 1.35.2. Pending – in the event that the Verification process is in progress or when the result of the Verification shows a suspicion of threat or threat from the Website for offering its customers non-original products via this Website, for the period necessary to make changes, counted no longer than from the Verification to another Verification;
 - 1.35.3. Canceled – in the case when the result of the Verification showed a suspicion of threat or threat from the Website for offering its customers non-original products via this Website, and the Client refused to make changes to the Website, or there was again a suspicion of threat or threat from the Website for offering its customers non-original products via this Website to at least partially the same extent, during the next Verification process.
- 1.36. If, as a result of the Verification, the presence of at least one non-original product on the Website is found and confirmed, or there is a suspicion of non-originality based on all the premises analysed during the Verification, Veriori shall notify the Client what changes must be introduced to maintain the status of the Verified Shop Certificate referred to in point 8.4.1. above. In order for the Client to make changes, the status of the Verified Shop Certificate shall be modified to “Pending” for a period not shorter than 3 business days. In the event that an error in assessing the authenticity of products is attributable solely to Veriori, the status of the Certificate shall be changed by Veriori to “Pending” until appropriate corrections, and then another Verification process shall be carried out. In the event that the reasons of declaration of non-originality or suspicion of non-originality of products during Verification are beyond Veriori’s control (such as the use of a photo of a non-original product to advertise an original product/products, or the presence of a non-original product/products in the Client’s offer), the status of the Verified Shop Certificate shall be updated after the next Verification, upon introducing appropriate changes to the Website, in particular after removing from it products that were proven to be non-original or suspected to be non-original.
- 1.37. The Certification service shall provide information about the result of the Verification. Issuing the certificates, referred to in clauses 8.4.2-8.4.3, to the Client shall not constitute grounds for reducing the Veriori Remuneration.

LICENCE

- 1.38. The software used to provide the Services shall be the property of Veriori.
- 1.39. Upon conclusion of the Contract, Veriori shall grant the Client a **non-exclusive, limited and revocable License** for the use of the Services in the fields of exploitation specified in Art. 74 sec. 4 of the Copyright Act, for the Subscription Period, unlimited in territory (in Poland and abroad), particularly in the following fields of exploitation:
- 1.39.1. using of the Services, including the associated Code, for any purposes necessary to perform the Services;
 - 1.39.2. publishing and granting access on the Client's internal networks and for the Client's staff.
- 1.40. All brands, logos and domain names contained in the Code and/or displayed together with the certificate shall be the sole property of Veriori or its licensors. The Client shall have no right to use Veriori's brands, logos and domain names neither in full nor in part, except for displaying them as part of the Verified Shop Certificate.

PRICE

- 1.41. The Client placing an Order through the Online Store shall be obliged to pay the prices of the Service offered on the Online Store website, that are visible at the time of placing the Order, in a manner that allows to become aware of them before the Order is placed. The offered prices shall not be final prices, which means that the prices shall include VAT tax applicable in Poland, in the amount applicable at the time of placing the Order.
- 1.42. The Client placing the Order through the Partner shall be obliged to pay the prices of the Service offered through the channel, that are visible at the time of placing the Order, in a manner that allows to become aware of them before the Order is placed. The offered prices shall not be final prices, which means that the prices shall include VAT tax applicable in Poland, in the amount applicable at the time of placing the Order.
- 1.43. Under no circumstances shall Veriori or the Partner be obliged to sell any Service at the wrong lower price if the pricing error is obvious and unquestionable and the Client may easily consider it an error.
- 1.44. If an incorrect price of the ordered Services is found, Veriori shall notify the Client of this fact within 14 days from the date of placing the Order, giving them the opportunity to confirm the Order with the correct price or to cancel it. In the event Veriori fails to contact the Client, Veriori shall consider such Order canceled and all amounts paid shall be refunded to the Client in full.

1.45. Veriori reserves the right to change prices. Such a change shall not constitute a change of the GTCC. For Services purchased before the date of the price change, the price at the time of ordering the Services shall apply.

FEES

1.46. As part of the provision of the Services, the following Fees shall apply at Veriori:

1.46.1. Activation, related to the Activation Service,

1.46.2. Certification, related to the provision of Certification Services and Verification during the Subscription Period,

1.47. The Activation Fee shall be due to Veriori only once.

1.48. The Certification Fee shall be due to Veriori for the period of providing the Services (Subscription Period).

1.49. The Certification Fee shall be charged in advance for the entire Subscription Period.

1.50. The fees shall in no way be dependent on the result of the Verification or the status of the Verified Shop Certificate issued to the Client.

1.51. An early resignation from the Services, inability to commence the provision of the Services for reasons attributable to the Client, or inability to use the Services for reasons other than solely attributable to Veriori's Website, shall not result in a reduction in the Fees due to Veriori. In this case, the Subscription Period shall also not be automatically extended.

1.52. The Subscription Period shall begin upon placing the Order by the Client and be independent of the date of making a payment by the Client.

PAYMENTS

1.53. Discounts granted to the Client by Veriori or the Partner shall not be combined with promotions valid in the Online Store.

1.54. The payment of the price for the ordered Services and fees may be made immediately after placing the Service Order. Veriori or the Partner may provide the Client with i.a. the following methods of payment for the Services: payment card (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro), bank transfer, electronic payments and card payments via the Płatności Shoper, Przelewy24.pl, PayU, Tpay and PayPal payment platforms, as well as payment via internet wallets (i.a. Apple Pay and Google Pay). The selection of acceptable forms of payment shall remain solely on the part of Veriori or the Partner, and the Client undertakes to adapt to them when making the payment. Changing the possible payment methods shall not constitute an amendment to the Contract.

- 1.55. If it is not possible to make the payment in an automated manner, through the payment gateways used by Veriori or the Partner, the Client shall be obliged to make the payment for the Fees within 3 business days from the date of placing the Order to the Veriori bank account number indicated in the confirmation of the Order, or otherwise at the discretion of Veriori. If the payment is not made within the indicated period, Veriori shall have the right to cancel the Order.
- 1.56. The payment shall be considered effective at the moment of Veriori receiving a confirmation from the payment provider. The Client may be required to pay statutory interest for late payment.
- 1.57. After the payment is made, the Client shall receive an electronic VAT invoice to the e-mail address provided in the Order Form, based on the data provided to Veriori by the Client at the stage of placing the Order.

LIABILITY OF THE PARTIES

- 1.58. The Client undertakes to immediately, but not later than within 2 business days from the moment of the event causing or likely to cause damage to Veriori, to notify Veriori of any claims, disputes and other events related to the performance of the Contract, which may result in the obligation to pay damages by Veriori, regardless of whether they were caused by the Client, including in particular any circumstances that may have a significant impact on the proper performance of the Services and the circumstances of violating the law in connection with the performance of the Services by Veriori.
- 1.59. The Client undertakes to cooperate in order to minimise the damage that may result from the above circumstances.
- 1.60. From the moment the implementation is completed, Veriori shall be obliged to: (1) maintain the availability of the Services at 95% of the time per month (2) remove Service Errors as part of the Helpdesk service, in accordance with the principles and rules specified in the GTCC. The loss of availability of the Service occurs when Veriori determines the unavailability and ends when availability is restored. Veriori shall notify the Client when the availability of a given Service be restored.
- 1.61. Veriori reserves the right to carry out maintenance works of technical hardware and software, and thus to maintain the state of unavailability of the Services for the shortest possible time and at the least burdensome time for the Client.
- 1.62. The Client shall be obliged to immediately report each case of unavailability of the Services and Service Errors to Veriori in the manner specified in Art. 16 of the GTCC. The loss of availability of the Service occurs when Veriori determines the unavailability and ends when availability is restored.

- 1.63. In the event of Veriori's failure to meet the availability of the Services at the level specified in Art. 13.3, the Client shall have the right to request a reduction of the Certification Fee by the product of the number of full hours during which the Services were not available and the proportional part of the Certification Fee in relation to the total number of hours in the Subscription Period in a certain level of availability of the Services. The notification of the reduction shall take place not later than within 7 days from the date of the end of the unavailability period, under pain of losing the right to demand compensation.
- 1.64. The compensation indicated in Art. 13.6 shall satisfy any claims of the Client against Veriori that may arise due to non-performance or improper performance of the contract by Veriori.
- 1.65. Pursuant to the provisions of Art. 558 of the Civil Code, the warranty for the Services provided by Veriori shall be excluded.
- 1.66. In any case, the total liability of Veriori towards the Client shall not exceed the amount of the Certification Fee for the period of 3 months preceding the occurrence of the event giving rise to the liability for damages.
- 1.67. Under no circumstances shall Veriori be liable for any lost profits within the meaning of Art. 361 of the Act of 23 April 1964 of the Civil Code, as well as for damages resulting from unlawful actions for which the Client or entities related to them are responsible.
- 1.68. In the event of any third party claims against Veriori for infringement of their copyrights, the Client undertakes to notify Veriori about these claims immediately, within 2 business days from the date of obtaining information. Veriori shall be released from any liability for claims fulfilled by the Client without Veriori's consent and otherwise than through Veriori, both at the stage of negotiations and the court proceedings related to the case.
- 1.69. In the event that third parties submit to Veriori any claims related to the use of the Services by the Client, the Client shall take all necessary measures to protect Veriori from such claims, including, upon Veriori's consent, enter into legal proceedings on the part of Veriori, and reimburse the costs to Veriori that Veriori incurs for the protection against claims (including court fees and awarded amounts).

DISCLAIMER OF VERIORI

- 1.70. The Client shall be solely responsible for the audiovisual content and materials posted on the Client's Website.
- 1.71. By using Veriori's services, the Client shall acknowledge that the Certification process is based in particular on artificial intelligence algorithms, thus when using mathematically

correct algorithms, a statistical error in data comparison shall be allowed, which may give an incorrect result.

- 1.72. The Client shall use the services of Veriori at their own risk and place the Verified Shop Certificate on their website at their own risk, whereby the Certificate indicates the authenticity of the products placed on the Website. Veriori shall not be held responsible for indicating that there are non-original products on the Website, even in the event that they are all original or there is no suspicion of their originality, although at the Client's reservation, Veriori shall endeavor to eliminate any misappraisal of the content collected on the Website in the future.
- 1.73. Veriori shall not be responsible for the failure to adapt the Client's infrastructure to the Specifications; in such a case the Client shall be solely encumbered with the inability to use the Services.
- 1.74. Veriori shall in no way be responsible for the correct exercising of the rights of persons using the Client's services.
- 1.75. Veriori shall not be responsible for the originality and source of the Client's goods and shall not guarantee that the services or goods offered by the Client do not infringe the rights of third parties, in particular with regard to the protection of intellectual property.
- 1.76. Veriori shall be exempted from the liability for the negative effects of using the Verification Service, in particular Veriori shall not be responsible for the servers load related to the use of the Service, which could disrupt access to the Client's services.
- 1.77. Veriori shall not be liable for any limitations in the availability of certain Services or Service Errors, those disruptions being external or beyond Veriori's control, for which Veriori shall not be responsible, and which, in particular, may take the form of:
 - 1.77.1. interference by third parties, in particular in the form of a broadly understood hacker attack or other interference with the IT infrastructure and resources of the Client, Veriori or their subcontractors and partners;
 - 1.77.2. missing or incorrect transmission (in particular transmission delays);
 - 1.77.3. telephone line failures, including line congestion and busy lines;
 - 1.77.4. failure of teletransmission links of the Internet infrastructure;
 - 1.77.5. restrictions introduced by state services and authorities;
 - 1.77.6. force majeure;
 - 1.77.7. failure of the Client's IT system;

- 1.77.8. the unavailability of the Services as a result of the Client's failure to comply with the provisions of the Contract;
- 1.77.9. Client's failure to comply with other legal provisions;
- 1.77.10. maintenance of Veriori's hardware and software;
- 1.77.11. restrictions on the provision of services by Veriori introduced by state services and authorities.

HELPDESK

- 1.78. Veriori shall provide Clients with support in the Implementation and in the event of any problems with the proper use of the Services by the Client, through the Helpdesk.
- 1.79. Veriori shall accept and respond to the Client's requests for Services. The requests shall be considered by Helpdesk.
- 1.80. The request shall contain at least:
 - 1.80.1. The company of the Client who submits the request, the full name of the person who represents them while submitting the request, and the contact details used to consider the request;
 - 1.80.2. the subject of the notification, the scope of time to which the notification relates and a detailed description of the Service Error, including activities performed by the Client before the occurrence of the Service Error.
- 1.81. In the absence of information necessary to resolve the issue, Veriori shall have the right to reject or not consider the request.
- 1.82. Upon Veriori's request, the Client shall provide screenshots confirming the occurrence of a Service Error and promptly respond to any additional Veriori questions related to the Service Error found.
- 1.83. Acceptance and elimination of Service Errors shall be provided on business days from 9:00 a.m. to 5:00 p.m. (hereinafter referred to as **working hours**).
- 1.84. Veriori shall indicate the following error elimination times:
 - 1.84.1. **Critical Error** understood as an error in the Veriori source code resulting in the Certification Service being entirely disabled - Veriori undertakes to take the necessary actions within 24 working hours from the proper notification of the Service Error to remove the Service Error or propose a replacement solution to remove the effects of a Critical Error within 48 working hours from the commencement of work.

- 1.84.2. **Material Error** – understood as an error in the Veriori source code resulting in the Certification Service material functionalities being disabled – Veriori undertakes to take the necessary actions within 48 working hours from the proper notification of the Service Error to remove the Service Error or propose a replacement solution to remove the effects of a Material Error within 72 working hours from the commencement of work.
- 1.84.3. **Minor Error** – Service Error that is not a Critical Error or Material Error. - Veriori undertakes to remove the Minor Error during modification of a given Service.

COPYRIGHT PROTECTION

- 1.85. The Software and Code used by Veriori when providing Services (“**Subject of Protection**”) shall be subject to copyright protection and shall be protected by other intellectual property laws, including in particular the Act on Combating Unfair Competition. All intellectual property rights shall be owned by Veriori to the extent indicated above.
- 1.86. The Client may only use the Subject of Protection, under the terms of the License, only during the Subscription Period. The Client shall have no right to use the Subject of Protection in a manner other than in accordance with its purpose indicated in the GTCC. In particular, the Client shall have no right to copy the Subject of Protection in whole or in any part, nor to distribute or make it available in any way.
- 1.87. Violation of Veriori’s rights to the Subject of Protection, including in particular by copying, distributing or sharing, shall be subject to civil or criminal liability.

PERSONAL DATA PROTECTION

- 1.88. Using the Online Store and the provision of Services may be related to the processing of Personal Data. All necessary information regarding processing and the rules that Veriori follows in this connection may be found in the Privacy Policy posted in the Online Store.
- 1.89. The Client undertakes to convey the privacy notice contained in the Privacy Policy, referred to in point 17.1, to persons acting for them and on their behalf.
- 1.90. Changing the content of the Privacy Policy shall not require the amendment of the Contract and Veriori may update data contained in the privacy notice in a documented form by updating the Privacy Policy posted in the Online Store.

USE OF NON-PERSONAL DATA

- 1.91. For the purposes of providing the Services, Veriori shall process all data collected on the Website in order to extract data relevant to the certification process, in particular as part of the artificial intelligence module owned by Veriori.
- 1.92. By concluding the Contract, the Client shall authorise Veriori to discretionarily use the Client's data, processed as part of the provision of the Services in accordance with point 18.1 above, both for the period of providing the Services and after its completion, for their own needs, after their anonymisation, in particular for the purpose of conducting analyses, development of products and services offered, elimination of Service Errors or development of artificial intelligence algorithms, including machine learning or deep learning, as well as tools for scraping, data extraction and analysis.
- 1.93. Veriori shall be entitled to use data that does not allow the identification of a specific subject of personal data processed as part of the Services for its own purposes, including: [1] development of the Services, [2] increasing the level of security of the Services, [3] conducting post-implementation analyses, [4] using them in the creation and development of Veriori services and products applying solutions such as scraping, machine learning or other methods of data extraction or analysis.

CONTRACT TERMINATION

- 1.94. Each Party may terminate the Contract with effect on the date of delivery of the declaration of termination, if the other Party commits a gross breach of the Contract and, despite a written request by the Party, fails to properly remove or cease the breach within 30 days of receiving the request. In the event that the Contract is terminated for reasons attributable to the Client, the Client shall be obliged, within 14 days from the date of receipt of the termination declaration, to pay to Veriori all unpaid Fees by that date and will not be entitled to a refund of any Fees previously submitted to Veriori. Declaration of termination must be made in writing or else shall be null and void.
- 1.95. Regardless of the reasons indicated in Art. 19.1, Veriori shall have the right to terminate the Contract with immediate effect in the event of failure to pay the fees due to Veriori, within 14 days from the due date specified in the GTCC. In this case, the Parties shall consider the Contract terminated for reasons attributable to the Client, and the Client undertakes, within 14 days from the date of receipt of the declaration of termination, to pay to Veriori an amount equivalent to the Fees that Veriori would receive when performing the Contract for the

Subscription Period. Declaration of termination must be made in writing or else shall be null and void.

- 1.96. For the elimination of any possible divergent interpretations regarding the right of the Parties to terminate this Contract before the end of the Subscription Period, the Parties agree that the provisions of this section, if necessary, shall be interpreted as excluding any methods of terminating the Contract other than those expressly described herein. In particular, the Parties jointly intend to i.a. waive the termination of the Contract for reasons other than important, and the determination that all important reasons entitling to the termination of the Contract are specified above.

AMENDMENT OF THE GTCC

- 1.97. Veriori shall be entitled to amend the GTCC due to important reasons, such as:

- 1.97.1. Amendment of the law governing the issues referred to in the GTCC, in particular the amendment of the provisions of the Civil Code or the Act on the provision of electronic services.
- 1.97.2. Changing the manner the Services are sold;
- 1.97.3. Changing the manner the Services are provided.
- 1.97.4. Changing the scope of the Veriori offer and the scope of the provision of services to which the provisions of the GTCC apply, by introducing new services by Veriori, modification or withdrawal of the existing ones, covered by the GTCC.

FINAL PROVISIONS

- 1.98. The Client shall not be entitled – without the prior written consent of Veriori – to transfer the rights hereunder to third parties.
- 1.99. To all matters not comprehensively settled in the GTCC, the provisions of the Polish law shall apply, particularly including the provisions of the Civil Code and the Copyright Act.
- 1.100. Any and all disputes arising in connection with the implementation of the GTCC shall, if possible, be first resolved by the Parties amicably; in the event that it is impossible to resolve such disputes amicably – within 14 days from the date of delivery of a written summons for an amicable settlement of the matter by one Party to the other party – then the court competent to resolve such disputes shall be solely the commercial court competent for the seat of Veriori.
- 1.101. These GTCC shall be accepted in the electronic form.

1.102. The GTCC shall enter into force on 08.07.2022