
JOBROWSE
GENERAL TERMS AND CONDITIONS
B2B

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1. INTRODUCTION AND DEFINITIONS

- 1.1. Whenever the following terms are capitalized in these Terms, they shall have the meanings set forth below.

Price List	means the schedule of current information regarding Fees for paid Services, available on the Website under the “Pricing tab”.
Personal Data	means any information relating to an identified or identifiable natural person.
Confidential Information	means any information or data concerning the Service Provider of which the Client became aware in connection with the pursuit of entering into the Agreement or in the course of the performance of the Agreement, which has not been made public.
Client or Service Recipient	means the entity with which the Service Provider has entered into an Agreement in accordance with the Terms, for whose benefit the Services are provided.
Key Functionalities	means the most important functionalities of the respective Services, understood as: 1) access to the Intelligent Browser search engine, 2) the ability to send Contact Requests, 3) the salary benchmarking system.
Civil Code	means the Act of 23 April 1964, the Civil Code (Journal of Laws 2023.1610, as amended).
Client Account	means the software constituting a functionality of the Jobrowse System available to the Client upon completion of the registration process via the Website, used, among other things, for employee recruitment.
System	means an IT solution (software together with non-software elements) equipped with a set of functionalities (modules) described on the Website.
Misuse	means any use of the System that is inconsistent with the Terms, the Agreement, or the nature of the Services, in particular: 1) violation of any applicable laws; 2) accessing, tampering with, or using non-public areas of the System; 3) attempting to probe, scan, or test the vulnerability of the System or network, or to breach security or authentication measures; 4) attempting to decrypt, decompile, disassemble, or reverse engineer the System or any software comprising or in any way constituting part of the System; 5) interfering with or attempting to interfere with the access of any user of the System; 6) attempting to identify a Talent based on data from an anonymous Offer and contacting them outside the System (e.g., via LinkedIn) to avoid Jobrowse fees or limits;

	7) Attempting to identify a Talent based on data from an anonymous Offer and contacting them outside the System (e.g., via LinkedIn) to avoid Jobrowse fees or limits.
Subscription Period	means the period of provision of Services indicated in the Order.
Product Description	means a set of features and a description of the service , in particular the Key Functionalities , including information, messages, and explanations in the form of text, illustrations, graphics, video, audio recordings, and other forms of communication published on the Website as a description of the functionalities, capabilities, and principles of operation of Jobrowse, constituting an appendix to the Order.
Base Fee	means the fee specified in the Price List for the use of the System.
Fees	means the remuneration collected by the Service Provider for the provision of Services, expressed in Polish zloty (PLN), in an amount consistent with the Price List.
Talent	means a natural person using the Website for the purpose of presenting an Anonymous Offer.
Privacy Policy	means the privacy policy available on the Website at [...].
Contact Request	means a System functionality allowing the Client to apply to a selected Talent.
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
Party	means the Service Provider or the Client individually; accordingly, the term " Parties " means the Service Provider and the Client collectively.
Website	means the website together with the collection of all data, information, content, and functionalities available through it, located at the address: www.jobrowse.pl and at the addresses of its subdomains.
Agreement	means the agreement concerning the provision of Services by the Service Provider for the benefit of the Client on the basis of the Terms and the Order.
Services	means all services provided by the Service Provider for the benefit of the Client in accordance with the Order, under the terms and conditions set forth in these Terms.
Service Provider	means Jobrowse spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, address: ul. Nowogrodzka 50 / 510, 00-695 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw under KRS number: 0001196543, holding Tax Identification Number (NIP): 7011279400 and REGON number: 542825442.
User	means a user using the System on behalf of and for the benefit of the Client, added by the Client via the System.

Terms	means these contractual terms.
Order	means the Client's declaration of intent submitted via the form available on the Website, specifying, in particular, the scope of the Service provided.

- 1.2. Unless the provisions of these Terms expressly or impliedly provide otherwise, definitions referring to a term in the plural shall also apply to that term in the singular, and vice versa.
- 1.3. In the event of any conflict, inconsistency, or discrepancy between the Terms and the Order, the provisions of the Order shall prevail.

2. GENERAL PROVISIONS

- 2.1. These Terms constitute the regulations referred to in Article 8 of the Act of 18 July 2002 on Providing Services by Electronic Means and set forth the terms and conditions for the provision of services by electronic means via the Website and the System.
- 2.2. These Terms are made available free of charge on the Website at: [...] in a format that allows the User using the Website to record, store, and reproduce them free of charge.
- 2.3. Use of the Website and the System is subject to the ICT system used meeting the minimum technical requirements, i.e., using a device with Internet access and equipped with a web browser.
- 2.4. Use of the Website, understood as browsing the content posted therein, is free of charge and publicly accessible.
- 2.5. The use of the Services by the Client in accordance with this document may only take place directly in connection with its business activity, in cases where such use is of a professional nature for the Client, arising in particular from the scope of the business activity performed by the Client. The foregoing is equivalent to the fact that a Client who has entered into the Agreement is not entitled to the right of withdrawal from a distance contract within the meaning of the Act of 30 May 2014 on Consumer Rights, nor to any other consumer-related rights.
- 2.6. It is prohibited for any person using the Website or the System to provide unlawful content.

3. CLIENT ACCOUNT

- 3.1. The Client may register on the Website (**Client Account**). Registration is required to place an Order on the Website.
- 3.2. In order to register on the Website, the Client must:
 - 3.2.1. accept the Terms (express consent to comply with the provisions of the Terms);
 - 3.2.2. review the content of the Privacy Policy;
 - 3.2.3. complete the form available on the Website by providing its data, including an e-mail address through which the Service Provider may contact the Client, and confirm its identity;
- 3.3. To finalize the registration process and create the Client Account, it is necessary to complete all steps indicated in Section 3.2; upon successful completion of the aforementioned steps, the Client Account shall be created.
- 3.4. The Client Account may only be established by persons holding the appropriate authority to represent the Client. Registration of the Client Account is free of charge.
- 3.5. Following registration, each login shall be performed using the data provided in the registration form.

- 3.6. Upon registration, the Client gains access to its account, through which it may manage information, modify the number of Users and their permissions, and modify the Services utilized within the System.
- 3.7. The Client may delete the Client Account by contacting the Service Provider via the following e-mail address: **contact@jobbrowse.com**.

4. SERVICES

- 4.1. Under the Agreement, the Service Provider undertakes to provide the Services to the Client within the scope specified in the Order.
- 4.2. A portion of the explicitly indicated Services is available to the Client free of charge under the terms and conditions expressly specified in the Product Description. Other Services are available for Fees specified in the Price List.
- 4.3. During the process of placing an Order on the Website, the Client receives information regarding the payment methods available on the Website and is obliged to select one of these methods before placing the Order.
- 4.4. Upon receipt of the Order and confirmation of the payment made by payment card, the Service Provider confirms receipt of the Order, accepts it, and proceeds to its fulfillment. In selected cases, the Service Provider reserves the right to accept and approve the Order without a payment card payment if the Client chooses to pay by bank transfer. Regardless of the form of payment, Order fulfillment may take up to 2 business days.
- 4.5. Before placing an Order, the Client is obliged to familiarize themselves with the description of individual Services provided via the System, including the Product Description and Key Functionalities.
- 4.6. Orders must be placed by persons holding the appropriate authority to represent the Client.
- 4.7. The Service Provider reserves the right to change, modify, update, or remove individual functionalities within the System, provided that such changes shall not cover Key Functionalities. In the event that changes cover Key Functionalities provided to the Client, the Service Provider undertakes to precede such change, modification, update, or removal of Key Functionalities with a notification made at least one week in advance via e-mail; in such a situation, the Client shall be entitled to the right to terminate the Agreement as described in point 14.3 below.
- 4.8. The Client grants access to the System to Users via the Client Account. The Client is entitled to independently determine the number of Users using the System. The Client may modify the number of Users and the permissions granted to them without limit. A change in the number of Users or their permissions is effective as of the date it is made and is visible in the Client Account. In the event of increasing the number of Users or their permissions, the change in the Subscription Fee is determined proportionally to the length of the period following the change and, in the case of payment card payment, is paid at the time of the change, and in the case of bank transfer, within the period resulting from the Terms.
- 4.9. In the event of a reduction in the number of Users or their permissions, the change in the rate is effective as of the date it is made. If an overpayment arises as a result, it shall be credited toward the usage amount for the next billing period. The possibility of a refund of the Fee or a part thereof to the Client for the reason specified in this point is excluded.
- 4.10. Within the System, the Service Provider provides tools based on artificial intelligence (AI) algorithms used for the validation of market expectations and salary benchmarking.

- 4.11. The Client acknowledges that these tools are of an advisory and auxiliary nature only, and the information generated by them (e.g., regarding an offer being "below market") does not constitute a guarantee or a binding valuation of the candidate's market value.
- 4.12. The Service Provider shall not be liable for business decisions made by the Client based on the results provided by the AI tools.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. The Service Provider hereby represents that:
 - 5.1.1. it holds full rights, including in particular intellectual property rights, enabling the Service Provider to provide the Services to the Client;
 - 5.1.2. throughout the term of the Agreement, the Service Provider shall hold all licenses, permits, and consents necessary for the provision of the Services.
- 5.2. The Parties represent and warrant that:
 - 5.2.1. they have the right, authority, and capacity to enter into the Agreement and to comply with all terms and provisions of this Agreement;
 - 5.2.2. they are legal entities that have been validly incorporated and are existing in accordance with the laws applicable in their jurisdiction;
 - 5.2.3. their representatives signing the Agreement are duly authorized to represent them.
- 5.3. The Client warrants that neither it nor any of the Users will use or attempt to use the Services in an unlawful manner or for the purpose of damaging or causing a threat to the Service Provider's business, its reputation, employees, or other clients.

6. FEES

- 6.1. Fees, as well as all prices indicated in the Price List:
 - 6.1.1. are provided in Polish zlotys (PLN) or US dollars (USD);
 - 6.1.2. subject to Section 6.7, are binding at the time the Client places the Order;
 - 6.1.3. a detailed breakdown of rates for individual variable functionalities is set forth in the current Price List.
- 6.2. Fees may include a Base Fee (subscription) and variable fees depending on the System functionalities utilized, in particular such as the number of Contact Requests sent or the number of data discoveries performed.
- 6.3. In the event that Services are provided as part of a paid Service package in accordance with the Price List, the Service Provider shall charge the Client all Fees specified in the Order, and the Client shall pay all such Fees using the selected payment method from those made available by the Service Provider. Generally, Fees are the product of the price of paid Services and the number of Users, increased by the Base Fee.
- 6.4. In the case of payment by payment card, Fees specified in the Order are collected at the time the Order is placed. In the case of payment by traditional bank transfer, Fees are due within 7 days of the Client's receipt of the invoice, unless otherwise specified in the Order.
- 6.5. The Service Provider, at its sole discretion and with or without notice, may suspend, restrict, or terminate the provision of Services if the Client is in arrears with the payment of the relevant Fees for a period exceeding 9 days.
- 6.6. The Parties hereby confirm that the provisions requiring the Client to deduct income tax do not apply to the payment of Fees. However, if withholding tax regulations were to apply to the payment of Fees, the Parties agree that they shall treat the remuneration accepted in the Order as

the remuneration that the Service Provider should receive after the deduction of withholding tax (net of withholding tax).

- 6.7. The Client consents to receiving invoices by e-mail at the e-mail address assigned to the Client Account.
- 6.8. Changes to the Price List shall be communicated to the Client via the Client Account and the e-mail address provided during the creation of the Client Account. Changes to Fees in the Price List with respect to Clients who entered into the Agreement under previous terms shall be effective as of the moment of automatic renewal of the Agreement in accordance with Section 14.2 of the Agreement.
- 6.9. The Client is responsible for providing the Service Provider with complete and accurate billing and contact information, as well as for maintaining (updating) such information.

7. DISCLAIMER OF WARRANTIES AND UPDATES

- 7.1. The Services are provided on an "as is" basis. Unless otherwise specified in these Terms or in the Order, the Service Provider disclaims all warranties of any kind, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement, as well as any warranties that the System will meet the Client's requirements, that the provision of Services via the System will be uninterrupted, timely, secure, or error-free, that the System will always provide accurate and reliable guidance, information, or results, or that any identified errors in the relevant software will be corrected.
- 7.2. The Service Provider makes no warranties that the Services will be error-free or that access thereto will be continuous or uninterrupted. The Client understands and acknowledges that it uses the Services at its own discretion and risk. For the avoidance of doubt, the Client confirms and warrants that: (i) the Client uses the System at its sole and exclusive risk, and the System is provided on an "as available" basis; it is used by the Client within its own scope and at its own risk. All other terms, conditions, obligations, and warranties, whether express, implied, or statutory, with respect to the Services provided to the Client (including, but not limited to, quality, performance, suitability, fitness for a particular purpose, or non-infringement) are excluded to the maximum extent permitted by applicable law.
- 7.3. The Service Provider reserves the right to make changes and updates to the Services and the System. To the extent that the Services or the System are modified or changed in whole or in part during the term of the Agreement, the Service Provider may, at its sole discretion, update, modify, or enhance the Services or the System, including the functionalities and interfaces of any part of the Service or the System, in order to continue providing the Service to the Client. If the aforementioned adjustments require the Client to implement changes to the Client's systems, software, interfaces, or operating procedures, the Service Provider shall notify the Client thereof as soon as practicable before introducing such changes. The Client shall be responsible for its own costs associated with taking the steps necessary to implement the changes. As a result of such changes, individual functionalities of the System and Services may change, provided that the Key Functionalities shall remain unchanged.
- 7.4. Unless the Parties agree otherwise in the Terms, the Agreement, the Order, or otherwise, the Parties exclude the statutory warranty (*reklamacja*) within the meaning of the Civil Code with respect to the Services provided.

8. SERVICE AVAILABILITY

- 8.1. The Service Provider is entitled to temporarily restrict the availability of the System in connection with the introduction of technical changes. A single interruption shall not exceed 24 hours. The Service Provider shall exercise its best efforts to ensure that technical interruptions occur during nighttime hours and last for the shortest possible duration.
- 8.2. Technical support and assistance are provided by the Service Provider via e-mail at: contact@jobbrowse.com from Monday to Friday (excluding statutory public holidays in the Republic of Poland) between 9:00 AM and 5:00 PM (CET/CEST).
- 8.3. Subject to the provisions of Section 8.5 below, the Service Provider shall refund the Client the remuneration for the paid Service in the event of a total lack of access to the System for a period exceeding 3 days, in an amount proportional to the time and scope in which the Client did not have access to the System or its functionalities. The compensation may not exceed the amount of the fee paid for the given Billing Period and shall not include lost profits (*lucrum cessans*). The compensation shall be paid upon the express and justified request of the Client submitted by e-mail to: contact@jobbrowse.com after its prior calculation by the Service Provider.
- 8.4. The Service Provider does not guarantee a specific level of Service availability (SLA). Should the Client require a guaranteed level of availability for Jobbrowse, the Parties may incorporate provisions regarding the minimum level of Service availability in the Order.
- 8.5. The provisions of this Section 8 shall not apply in the event of unavailability, suspension, or termination of the Services, or any other issues related to Service performance caused by factors:
 - 8.5.1. beyond the Service Provider's control, including Force Majeure;
 - 8.5.2. resulting from any acts or omissions of the Client;
 - 8.5.3. resulting from the Client's hardware, software, or other technology;
 - 8.5.4. resulting from the suspension or termination of the Client's right to use the Services by the Service Provider in accordance with this Agreement.

9. LIMITATION OF LIABILITY

- 9.1. The Service Provider shall not be held liable for any errors, failures, or non-compliances resulting from the activities of third parties (unaffiliated with the Service Provider).
- 9.2. The Service Provider shall not be liable for any non-performance or delay in the performance of its obligations caused by the occurrence of Force Majeure.
- 9.3. The Service Provider's liability to the Client for any cause whatsoever and regardless of the form of action shall at all times be limited to the amount of Fees paid by the Client to the Service Provider for the Services during the preceding 12 months.

10. SUSPENSION OF SERVICES

- 10.1. The Service Provider may suspend, restrict, or terminate the provision of Services in the event that the Client:
 - 10.1.1. uses the System in a manner that constitutes **Misuse**;
 - 10.1.2. breaches the provisions of the Agreement;
 - 10.1.3. uses the Service in a manner that, in the Service Provider's reasonable belief, may cause damage or otherwise harm the Service Provider or other clients.
- 10.2. The Service Provider shall exercise commercially reasonable efforts to ensure that the suspension of the provision of Services does not exceed the necessary scope of such suspension, restriction,

or termination, and that the Services are restored promptly after the cause justifying the suspension of their provision has ceased.

11. PERSONAL DATA

- 11.1. The Service Provider is the controller of the Client's data processed in connection with the use of the Website and the conclusion and performance of the Agreement.
- 11.2. The Service Provider processes the Client's personal data referred to in Section 11.1 above in accordance with the GDPR and other applicable laws, ensuring their security and confidentiality. The rules for the processing of personal data by the Service Provider are set forth in the Privacy Policy.
- 11.3. To the extent that the Client uses the Service Provider's Services, the Client entrusts the Service Provider with the personal data of natural persons for processing under the terms and for the purposes specified in Annex No. 1 to the Terms, which constitutes an integral part of the Terms. Any amendment to the content of Annex No. 1 shall not constitute an amendment to these Terms and shall be communicated to the Client via e-mail.
- 11.4. The Client (Employer) shall receive access to the Talent's Personal Data (first name, surname, contact details) only and exclusively after the given Talent accepts the "Contact Request" sent by the Client.
- 11.5. Until acceptance is obtained, the Client shall operate solely on anonymized data and undertakes not to attempt to identify the Talent outside of the System.
- 11.6. The Client acknowledges that it has no right to demand the Controller to disclose the Talent's identity before the Talent has provided acceptance within the System.

12. CONFIDENTIALITY

- 12.1. Each Party (referred to for the purposes of this Section as the "**Receiving Party**") undertakes to the other Party to keep secret and not to disclose, nor permit without the prior written consent of the other Party the use or disclosure to any third party of, any **Confidential Information** of the other Party (referred to for the purposes of this Section as the "**Disclosing Party**") under this Agreement or otherwise in connection with this Agreement and the Services, except in the circumstances described below:
 - 12.1.1. the Confidential Information is in the public domain (otherwise than as a result of a breach of this Agreement);
 - 12.1.2. the Confidential Information is in the possession of the Receiving Party otherwise than as a result of its disclosure by the Disclosing Party;
 - 12.1.3. such disclosure is required by law, in particular the public disclosure of information concerning the Agreement in connection with the fulfillment by the Company or its affiliates of disclosure obligations of public companies, in particular those arising from Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, or by any court of competent jurisdiction or any inquiry or investigation conducted by any government, official, or regulatory body lawfully entitled to request such disclosure, provided that, to the extent permitted by law and feasible prior to such disclosure;

- 12.1.4. pursuant to the point above, the Receiving Party required to disclose information shall, if legally permitted, notify the other Party of such requirement to enable the other Party to challenge such disclosure or to agree on the timing and content of such disclosure; or
- 12.1.5. the Confidential Information subsequently comes lawfully into the possession of the Receiving Party from a third party without an obligation of confidentiality being imposed on it by such third party.

13. TERM AND TERMINATION

- 13.1. Subject to Section 14.2 below, regardless of the payment period selected by the Client, the Agreement is concluded for a fixed term of 6 months, unless the payment period selected by the Client is longer or the Order explicitly indicates a shorter duration of the Agreement, in which case the Agreement is concluded for the selected payment period or the shorter duration explicitly indicated in the Order, respectively (the "**Subscription Period**"). In the absence of a notice of termination, the Agreement shall be automatically renewed for subsequent Subscription Periods under the same terms and conditions as those in effect on the last day of the Subscription Period preceding the renewal, unless either Party provides the other Party with a written notice of termination at least 14 days prior to the expiry of the current period.
- 13.2. The Client may terminate the Agreement by sending a written notice to the Service Provider at the following e-mail address: **contact@jobbrowse.com**. If the Client was billed on a monthly basis (excluding situations where monthly billing occurs under an agreement concluded for a one-year term), the termination shall take effect at the end of the billing period following the billing period during which the notice of termination was submitted. If the Client was billed for a period longer than a month, the termination takes effect at the end of the billing period in which the Client submitted the notice of termination, provided that the notice was submitted at least 14 days before the end of the billing period. Otherwise, the termination shall take effect at the end of the billing period following the billing period during which the notice of termination was submitted.
- 13.3. In the event that the changes, modifications, or removals of individual functionalities within the System introduced by the Service Provider in accordance with Section 4.7 above lead to a change in the scope of **Key Functionalities**, the Client is entitled to terminate this Agreement without notice (with immediate effect). In the event of termination without notice pursuant to this Section 14.3, the Service Provider shall be obliged to refund the Client the Fees for the unused portion of the billing period. This right to terminate the Agreement without notice shall expire within 14 days from the date of the introduction of changes, modifications, or removals of Key Functionalities that would constitute the grounds for exercising this right.
- 13.4. Upon termination of the Agreement by the Client in accordance with Section 14.3 above or Section 14.5 below, the Client shall be entitled to a proportional refund of Fees already paid by the Client under the Agreement. In any other case of termination of the Agreement, the Client is not entitled to a refund of Fees already paid under the Agreement.
- 13.5. Either Party has the right to terminate the Agreement with immediate effect and without notice if the other Party has committed a material breach of the Agreement and has not remedied such breach within 14 days of receipt of a written notice of the breach along with a request to remedy the breach.
- 13.6. In the event of **Misuse** by the Client or an entity acting on its behalf, the Service Provider shall inform the Client of the Misuse and set a deadline for the Client to remedy the effects of the Misuse, i.e., to restore the situation to the state that would have existed if the Misuse had never occurred (the set deadline shall not be shorter than 7 days). After the expiry of the set deadline, and if the Misuse has not been remedied, the Service Provider shall be entitled to terminate the

Agreement with immediate effect and without notice. The Service Provider, at its sole discretion, may waive the procedure described above and terminate the Agreement without notice with immediate effect if the Misuse cannot be remedied or if the continuation of the Agreement in connection with the Misuse would entail negative legal consequences for the Service Provider.

- 13.7. Unless otherwise provided in these Terms, in the event of termination of the Agreement:
 - 13.7.1. the Service Provider shall cease to provide the Services;
 - 13.7.2. all outstanding Fees payable by the Client to the Service Provider shall become immediately due and payable, and any incurred debt collection costs shall be included in the amount due.
- 13.8. Upon termination of the Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party.
- 13.9. All provisions of the Agreement which by their nature should survive the termination of the Agreement shall remain in effect after the termination of the Agreement, including, without limitation, Fees and payments, effects of termination, disclaimers of warranties, indemnities, and limitations of liability.

14. FINAL PROVISIONS

- 14.1. No delay or omission by either Party in exercising any right or power arising from any non-compliance or non-performance by the other Party with respect to the Agreement shall be construed as a waiver thereof.
- 14.2. On the date of placing the Order, the Client grants the Service Provider a non-exclusive, non-transferable, royalty-free, worldwide license for the duration of the Service provision to use the Client's logo and company name in the Service Provider's information and marketing materials. The license authorizes the Service Provider to use the Client's logo and company name and to reproduce them using any technique in information and advertising materials. The Client represents and warrants that it holds full rights to the trademark (logo) and company name, and that making them available to the Service Provider does not infringe upon the rights of any third parties.
- 14.3. As the Service Provider aims to continuously improve the Services for the benefit of its clients, the Service Provider may (but is under no obligation to) monitor the Client's use of the Services, Service performance, and User activity. Any data collected in this manner shall not be used for purposes other than the analysis and improvement of the Services. For the avoidance of doubt, the Service Provider shall not monitor or otherwise process personal data as part of its monitoring activities.
- 14.4. Complaints regarding the provision of services by electronic means may be submitted via e-mail to **contact@jobrowse.com** or by registered mail to the Service Provider's address. To file a complaint, it is necessary to provide the following data: Client's name, address, data allowing for the identification of the sale (login, order number, transaction date), the subject and reason for the complaint, and contact details.
- 14.5. In the event that any provision or part of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or part of the Agreement shall be deemed severable and independent from the remainder of these Terms, which shall remain in full force and effect.
- 14.6. The Agreement shall be governed by and construed in accordance with the laws of Poland.
- 14.7. The Parties agree to attempt to resolve any disputes and claims arising out of or in connection with the Agreement through mediation, which shall be conducted in accordance with procedures agreed upon by the Parties. The Parties further agree that their participation in mediation in good

faith is a condition precedent to the application of any other available legal remedies, including court proceedings, arbitration, or other dispute resolution procedures.

Schedule No. 1 to the Terms – Personal Data Processing Principles