

SUNBAY

TERMS OF SERVICE

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Sunbay Terms of Service

These Sunbay Terms of Service (hereinafter: the „**Terms**“) apply both as terms accepted electronically during account creation or within the Service, and as terms incorporated by reference into a signed Order.

These Terms constitute a set of rules for the provision of services by electronic means within the meaning of Article 8 of the Act of 18 July 2002 on the Provision of Services by Electronic Means.

The Services are provided by Sunbay sp. z o.o. with its registered office in Warsaw, Aleja „Solidarności“ 68/121, 00-240 Warsaw, entered in the register of entrepreneurs of the National Court Register (KRS) under number 0001162418, NIP 5253039578, REGON 541206808, e-mail: hello@sunbay.io (hereinafter: „**Sunbay**“), for the benefit of entities using the services for professional purposes (hereinafter: the „**Client**“).

The person accepting the Terms represents and warrants that they are duly authorised to bind the Client.

These Terms are made available free of charge within the Service, in a form enabling them to be recorded, stored and reproduced free of charge.

1. General Provisions

- 1.1. By creating an account, accepting the Terms, gaining access to the Services, or concluding the Agreement by placing an Order that refers to the Terms, the Client concludes an agreement on the terms set out in the Terms (the „**Agreement**“). The Agreement is comprised of: these Terms, the applicable Order together with the Price List, the Data Processing Agreement („**DPA**“ or „**Data Processing Agreement**“), the Privacy Policy, and any other documents expressly incorporated.
- 1.2. In the event of a conflict, the following order of precedence applies:
 - (a) the Data Processing Agreement, in matters concerning the processing of personal data;
 - (b) the Order, in respect of matters expressly regulated therein;
 - (c) these Terms;
 - (d) the remaining Annexes.Where two documents governing the same matter conflict, the document that governs it in a specific manner shall prevail over the document that governs it in a general manner.
- 1.3. Contract templates used by the Client, in particular its general terms and conditions, regulations, or terms of purchase, do not apply to the Agreement and are not binding on Sunbay, even if Sunbay has not expressly objected to them, and also where Sunbay has commenced providing the Services without reservation. Their application is possible only where Sunbay has expressly accepted them in documentary form.
- 1.4. The Client may use the Services solely in direct connection with its business activity, where such use has a professional character for the Client, arising in particular from the subject of the Client's business activity, which is tantamount to the Client that has concluded the Agreement having no right of withdrawal from a distance contract within the meaning of the Act of 30 May 2014 on Consumer Rights (ustawa z dnia 30 maja 2014 r. o prawach konsumenta), nor any other consumer-type rights.

2. Definitions

Whenever the following expressions are used in these Terms, they shall be understood in accordance with the definitions below:

- 2.1. **„AI Call“** means an automated telephone conversation carried out by the System, billed separately according to the number of minutes.
- 2.2. **„Action“** means a single operation performed in the System on a given invoice or receivable of the Client, billed in accordance with the Package. An Action is, in particular, an e-mail sent, an SMS sent, and an internal note generated, as well as any other operation expressly designated as an Action in the Order or the Price List. The scope of operations qualifying as an Action, the manner of counting them, and, where applicable, the linking of billing to the number of invoices handled or the products selected, are determined exclusively by the Order. Only operations expressly indicated in the Order are subject to billing.
- 2.3. **„Price List“** means the applicable Sunbay price list setting out the Packages, Thresholds, rates (including for overages and AI Calls), and other fees, forming part of the Order.
- 2.4. **„Client Data“** means the data, content, and materials entered into the System by the Client or on its behalf, including the data of the recipients of communications (debtors, the Client's counterparties).
- 2.5. **„Confidential Information“** means all information disclosed by one Party (the **„Disclosing Party“**) to the other Party (the **„Receiving Party“**) in connection with the conclusion or performance of the Agreement, irrespective of form and medium, which has been marked as confidential or which, by reason of its nature or the circumstances of disclosure, should be regarded as confidential, including the terms of the Agreement (in particular prices and the Price List), technical, organisational, commercial, and financial information, know-how, and information concerning the System. Confidential Information does not include information which:
- (a) is or has become publicly available without breach of the Agreement by the Receiving Party;
 - (b) was lawfully known to the Receiving Party prior to its disclosure, without an obligation of confidentiality;
 - (c) was independently developed by the Receiving Party without use of the Confidential Information; or
 - (d) was lawfully obtained from a third party not bound by an obligation of confidentiality. Client Data is subject to the DPA and is not treated as Confidential Information to the extent regulated by the DPA.
- 2.6. **„Core Functionalities“** means the fundamental operational features of the System set out in Section 3 or in the Order.
- 2.7. **„Improper Use“** means the use of the System by the Client, a User, or another third party in connection with the Account, in breach of the acceptable use rules or the rules concerning permissible recipients, as well as use that is unlawful or that threatens Sunbay, other clients, or third parties.
- 2.8. **„Recovered Receivable“** means the amount actually paid towards a receivable directed into the System, during the period of servicing that receivable in the System and within 60 days after its conclusion, regardless of the payment channel, comprising the principal receivable together with interest, in the gross amount.
- 2.9. **„Billing Period“** means a monthly period counted from the date of account registration, renewed in accordance with Section 7.
- 2.10. **„Success Fee“** means the remuneration for making the System available, the amount of which is calculated as a percentage of the Recovered Receivable indicated in the Price List.
- 2.11. **„Fees“** means all amounts due to Sunbay under the Order and the Price List, in particular the subscription fee, fees billed by volume (for Actions, AI Calls, or by the

number of invoices handled), the Success Fee, and fees for Professional Services, depending on the billing model indicated in the Order.

- 2.12. „**Package**“ means a subscription variant with a defined Threshold and, where applicable, AI Call minutes in a Billing Period, in accordance with the Price List.
- 2.13. „**Threshold**“ means the limit of Actions or AI Call minutes covered by the Package in a Billing Period.
- 2.14. „**Service (Website)**“ means the website and the Sunbay panel through which access to the System and information about the Services is provided.
- 2.15. „**System**“ means the Sunbay software made available in the SaaS model, serving in particular to automate communications in the receivables-handling process, together with all hardware and software operated by Sunbay in order to enable its use over the internet.
- 2.16. „**Services**“ means the services provided by Sunbay to the Client under the Agreement, comprising the provision and operation of the System, including the Core Functionalities and the remaining functionalities made available within the System, as well as Professional Services. Among the Services, the Core Functionalities are distinguished, to which the special provisions of Section 11 apply.
- 2.17. „**Professional Services**“ or „**Additional Services**“ means services outside the standard SaaS (e.g. integrations, implementations, customisations, migrations), priced separately in the Order.
- 2.18. „**User**“ means a person to whom the Client has granted access to the System within its account.
- 2.19. „**Order**“ means the order document, the online purchase form, or a signed offer referring to the Terms, indicating the subscribed Package, the term, the fees, and the parameters, together with the Price List.

3. Subject and Scope of the Service

- 3.1. The subject of the Agreement is making the System available to the Client in the SaaS model, in the form of a web application, for the Client's own internal business purposes, for the duration of the Agreement, for use by the Users and the Client. Sunbay grants remote access to the System over the internet and may modify aspects of the System (hardware, infrastructure, third-party software, configuration below the application level), provided that this does not restrict the Core Functionalities in accordance with the Terms.
- 3.2. Sunbay is responsible for the technical operation of the System, including the operation, maintenance, and servicing of the hosting and server infrastructure under its control. Sunbay's responsibility for the technical infrastructure is limited solely to the point of its interconnection with the public internet. Sunbay is not responsible for data transmission beyond that point, nor for infrastructure, networks, and devices outside the scope of its control. The Client is responsible for the operation and maintenance of the devices enabling access to the System, in accordance with the specifications determined by Sunbay.
- 3.3. The Core Functionalities of the System are, in particular:
 - (a) sending e-mail and SMS messages in the name and on behalf of the Client;
 - (b) generating internal notes.The Core Functionalities are deemed available if access to them is possible by means provided for and configured for the System.
- 3.4. Presentations, demonstration materials (demos), trial versions, and other materials made available before the conclusion of the Agreement are of a purely illustrative nature, serve

pre-sales purposes, do not constitute a separate Service or an offer within the meaning of Article 66 § 1 of the Civil Code (ustawa z dnia 23 kwietnia 1964 r. Kodeks cywilny), and are not covered by any obligations concerning availability, support, service levels, or warranty.

- 3.5. All information made available by Sunbay that does not constitute a functionality of the System, in particular descriptions, presentations, technical, performance, and statistical data, development plans (roadmaps), feature announcements, illustrative documentation, and marketing and informational materials, is of a purely indicative nature, is not binding, does not constitute an assurance, a statement as to properties, or a guarantee within the meaning of the law, and does not constitute a basis for any claims. The binding scope and properties of the Services are determined exclusively by the Agreement and the Order. Sunbay may change such information at any time.
- 3.6. Use of the System requires meeting minimum technical requirements, i.e. possessing a device with internet access and a compatible browser, or the additional requirements specified in the Order or the Service. Sunbay may update these requirements by notifying the Client; this does not constitute an amendment to the Terms, provided that it does not materially impair the Core Functionalities.
- 3.7. Sunbay may entrust the provision of the Services or parts thereof to third parties (subcontractors), bearing responsibility for their actions as for its own.

4. Billing of the Services

- 4.1. The Service is billed in Packages. Each Package defines a Threshold of Actions and, where applicable, a Threshold of AI Call minutes in a Billing Period. The Packages, Thresholds, prices, rates for overages and AI Calls, and the rules of acquisition, including prepaid packages, are determined by the Price List in force at the time of placing the given Order. A change of prices in respect of the Client occurs solely on the terms set out in Sections 19.8 and 19.9, or upon renewal, in accordance with Section 7.
- 4.2. AI Calls are billed separately from Actions, according to the number of minutes, together with the Threshold assigned to the Package.
- 4.3. Exceeding the Threshold in a Billing Period does not result in an automatic transfer of the Client to a higher Package, nor in an automatic increase of the fee. Once the Threshold is exhausted, the volume-billed functions are blocked until additional volume is made available. The Client may purchase additional volume or change the Package by placing a new Order. Any excess over the Threshold is not charged automatically; charging an overage fee is permissible only if the Order expressly so provides. The Client has no claims against Sunbay on account of the blocking of volume-billed functions after the Threshold has been exhausted.
- 4.4. The Client may propose a change to the Services or the terms of the Agreement (a „**Change Request**“). The Change Request must be submitted to Sunbay at least in documentary form and contain sufficient information to enable Sunbay to reasonably assess it. Subject to Sunbay's currently applicable offer and commercial terms, the Client may at any time during the Billing Period request an upgrade of the Package to a higher one. Any applicable increases in Fees on account of the upgrade to a higher Package will be calculated pro rata for the remainder of the current period and charged accordingly, or in accordance with other arrangements. A downgrade of the Package is not possible during the Billing Period. Requests for a downgrade may be considered only upon renewal and are subject to Sunbay's prior consent and the terms then applicable to such lower Packages.
- 4.5. The Service may be billed under one or more models: subscription, volume, or success. The applicable billing model and its parameters, including rates, thresholds, and the basis of calculation, are determined exclusively by the Order together with the Price List.

5. Professional Services

- 5.1. Professional Services (e.g. integrations, implementations, onboarding going beyond self-service tools, customisations, migrations) are provided only where they have been expressly agreed and indicated in the Order. As a rule, they are billed monthly in arrears on a time-and-materials basis (Time & Material) on the basis of Sunbay's currently applicable price list; the estimated number of hours (including for integrations) is indicated in the Order.
- 5.2. Professional Services may be subject to a discount on the terms and in the amount specified in the Order or the Price List.
- 5.3. Professional Services provided on a Time & Material basis are documented by a statement of hours worked submitted to the Client. If the Client does not raise an objection within 5 business days of receiving the statement, it is deemed accepted.
- 5.4. Upon completion of a given Professional Service (including an integration), Sunbay notifies the Client that the result is ready for acceptance. Within 3 business days, the Client may report, in documentary form, only material defects preventing use of the result in accordance with its intended purpose. Failure to make a report within that period, or the Client's commencement of productive use of the result of the given Professional Service, is tantamount to its acceptance.
- 5.5. Upon acceptance, the Client is solely responsible for the operation, maintenance, and further adaptation of the result of the Professional Service, including the integration. Sunbay is not responsible for the operation, compatibility, or maintenance of the result after acceptance, in particular for the effects of changes in the Client's systems or in the services or interfaces of third parties. Maintenance or servicing of the result is provided only if separately agreed and priced in the Order.
- 5.6. If the Professional Services include an integration, until the productive launch of the integration — understood as the commencement of sending e-mail or SMS messages via the integrated System — the Client pays a Fee at a reduced amount, and, after the productive launch, the Fee at the full amount. The level of the reduction, the manner of determining the moment of productive launch, and the remaining parameters are determined by the Price List or the Order.
- 5.7. Sunbay retains all economic copyright and other intellectual property rights to the results of the Professional Services (including integrations), as well as to the tools, components, libraries, and know-how used or created in the course of their provision. The Agreement does not transfer any intellectual property rights to the Client.
- 5.8. Upon acceptance of the result and subject to payment of the remuneration due, Sunbay grants the Client a non-exclusive, non-transferable, and revocable licence (without the right to grant sub-licences), for the duration of the Agreement, to use the result solely for the Client's internal business purposes and solely in connection with use of the System, to the extent necessary for such use (running, reproduction for operational purposes, entry into the memory of the Client's devices). Adaptations of the result made by the Client in accordance with Section 5.5 fall within the licence solely for internal use and are made at the Client's risk.
- 5.9. The Client is not entitled to:
 - (a) make available, resell, or lease the result to third parties;
 - (b) decompile or reverse-engineer the code, concepts, or architecture of the result, beyond the scope mandatorily permitted by statute;
 - (c) use the result, any part thereof, or the know-how contained therein to create products or services competing with Sunbay;

- (d) use the result to train, develop, or validate artificial intelligence or machine learning models. Sunbay retains the right to freely reuse the components, patterns, and know-how created in the course of providing the Professional Services for the benefit of other clients.

6. Remuneration

- 6.1. Sunbay is entitled to the remuneration specified in the Order and the Price List. Unless otherwise indicated, the Fees, including the Success Fee, are net amounts and will be increased by VAT at the applicable rate. Additional Services not covered by the scope of the Order are billed additionally on a Time & Material basis.
- 6.2. Unless otherwise indicated in the Order, remuneration and fees are billed and payable in Polish złoty.
- 6.3. Unless the Parties agree otherwise, the Client makes payments by one of the methods agreed in the Order or selected from among the options made available by Sunbay:
 - (a) by bank transfer to the account indicated on the invoice; or
 - (b) by automatic recurring payment with a valid payment card, if the Client has granted the necessary authorisation and provided the card details in accordance with the applicable procedures.

The Client ensures sufficient funds and valid, up-to-date payment details.

- 6.4. If the Client has selected automatic recurring card payment, it is obliged to use a business card corresponding to its legal status and the commercial character of the Agreement. In the event of using a consumer card, the Client:
 - (a) shall reimburse Sunbay for any fees, commissions, or lost revenue resulting from the use of a consumer payment method, including increased transaction or interchange fees;
 - (b) waives any claims for reimbursement of costs, compensation, or reduction of payment based on statutory limits for consumer transactions; and
 - (c) authorises Sunbay to charge the appropriate amounts to the card used.
- 6.5. In the event of selecting automatic recurring card payment, by accepting the Terms the Client authorises Sunbay to charge the card monthly with the recurring amounts by way of remuneration, without the need to take any further action (merchant-initiated transactions). The recurring amount is calculated on the basis of the remuneration specified in the Order, including the Price List.
- 6.6. Unless otherwise agreed in the Order, remuneration is billed monthly. Payment is due within 30 days of receipt of the invoice.
- 6.7. In the event of any delay in payment, Sunbay is entitled to charge statutory interest for delay in commercial transactions, without prejudice to other rights and legal remedies, including the right of suspension on the terms set out in Section 10. The Client shall reimburse Sunbay for all reasonable costs of pursuing overdue amounts, including the costs of legal services and debt collection.
- 6.8. The Client is responsible for value added tax (VAT) and any other taxes and public-law charges imposed on it in connection with the Agreement, and shall provide Sunbay with all data and documents required by law for the proper settlement of these charges. Where mandatory provisions of law impose an obligation to withhold tax at source, the remuneration shall be grossed up accordingly so that the net amount actually received by Sunbay after the withholding corresponds to the amount that would have been due to Sunbay had the withholding not occurred. All amounts due to Sunbay are payable in full, without any right to make any set-off or raise counterclaims, unless the Client's counterclaim is undisputed or has been established by a final and binding court judgment.

- 6.9. Invoices will be sent to the Client's e-mail address indicated in the Order or the Client's e-mail address indicated within the Account, unless the Parties decide otherwise.
- 6.10. The basis for calculating the Fees (in particular the Success Fees) is the data recorded in the System. The Client is obliged to promptly record in the System information about payments made outside the System towards receivables directed into the System, and undertakes to cooperate with Sunbay in good faith in determining the basis for calculating the Fees. In particular, it is obliged not to conceal information about such payments.
- 6.11. If a payment forming the basis of a Success Fee is refunded, reversed, or effectively challenged, the basis of calculation is reduced accordingly, and the overpaid amount is subject to an invoice correction or credit towards the next Billing Period. In such a case, the Client shall provide Sunbay with all information on the matter in order to establish and confirm such a circumstance.

7. Term, Renewal, and Termination

- 7.1. The Agreement enters into force upon its conclusion and remains in force for the period indicated in the Order. Unless the Order provides otherwise, the term of the Agreement is one month, counted from the date of account registration, and renews automatically for successive one-month Billing Periods until the Agreement is terminated.
- 7.2. Either Party may terminate the Agreement subject to a one-month notice period, taking effect at the end of the Billing Period.
- 7.3. The right to terminate for good cause remains unaffected. Good cause is deemed to include, in particular:
 - a. a material breach of a contractual obligation by the other Party, not remedied within 30 days of a demand (whereby a demand to remedy the breach is not required if the breach is irremediable);
 - b. the commencement of bankruptcy, restructuring, or liquidation proceedings against the other Party;
 - c. the enforcement against a material part of the other Party's assets, or the seizure of or security interest over such assets, if it has not been lifted within two weeks of the date it was effected and it threatens the proper performance of the Agreement.
- 7.4. In the event of Improper Use by the Client, a User, or any person or entity acting on its behalf, Sunbay will inform the Client of the Improper Use and set the Client a deadline to remedy the effects of the Improper Use, i.e. to restore the state that would exist had the Improper Use never occurred (whereby the deadline set will not be shorter than 7 days). After the deadline set has elapsed, if the effects of the Improper Use are not remedied, Sunbay will be entitled to terminate the Agreement with immediate effect and without a notice period. Sunbay may, at its own discretion, dispense with the procedure described above and terminate the Agreement without notice with immediate effect if the Improper Use cannot be remedied or if continuation of the Agreement in connection with the Improper Use would entail adverse legal consequences for Sunbay.
- 7.5. Upon termination, the Client loses the right of access to the System. At the Client's request, Sunbay will, for a period of up to 30 days, provide the possibility of an orderly return or transfer of the Client Data (the „**Migration Services**“). The Migration Services will be billed as Professional Services. If the termination occurred due to the Client's breach, Sunbay may demand advance payment. After that period elapses, Sunbay may delete the Client Data, subject to the obligations arising from the DPA and the provisions of law. Save in the cases expressly indicated in the Agreement, termination does not entitle the Client to a refund of the Fees paid.

- 7.6. Termination requires at least documentary form, via the e-mail address indicated by the Client or via the e-mail address indicated by Sunbay in the Terms.

8. Account

- 8.1. Within the System, Sunbay makes available services that may be used solely by the Client, as well as by Users, free of charge or for a fee, subject to the creation of an account. Users may use the System only as a result of being added by the Client.
- 8.2. Use of the Services requires registration of an account. The Client provides accurate, current, and complete data and keeps it up to date. The Client represents and warrants that the person creating the account on its behalf is duly authorised. In order to register or place an Order, the Client provides the company name (with the legal form), address, NIP/VAT, the details of the authorised person, and contact details.
- 8.3. In order to register in the Service, it is necessary for the Client to:
- complete the form available in the Service, providing its data, including the e-mail address by means of which Sunbay may contact the Client, and a password;
 - accept the Terms (consent to comply with the provisions of the Terms);
 - familiarise itself with the content of the Privacy Policy;
 - confirm the account registration by clicking the identity-confirmation link in the message sent to the e-mail address provided.
- 8.4. After entering the data necessary to register the Account in accordance with Section 8.3, the Client will receive an automatic e-mail with an activation link. To finalise the registration process and create the Account, it is necessary to click the link sent in order to activate the Account. Only after this step has been completed will the Account be successfully created.
- 8.5. Access requires logging in with an e-mail address associated with the Client's domain. If this condition is not met, the person registering shall present, at Sunbay's request, proof of authorisation to represent the Client.
- 8.6. The Client is solely responsible for the confidentiality and security of the Account, the User accounts, passwords, API keys, and other authentication credentials, and for all activity within the account, whether or not authorised by it. The Client is obliged to use strong, unique passwords by the Client and the Users, and to promptly notify Sunbay of any suspicion of unauthorised access.
- 8.7. As a rule, the Client may hold one Account. The Client may not open a new account if it has arrears towards Sunbay; in the event of opening such an account, it authorises Sunbay to charge the card associated with the new account with the amount of arrears arising from the use of the previous Account. Sunbay will commence providing the Services after the arrears have been settled.
- 8.8. Accounts created in trial mode or without providing card details (trial) are made available on the terms indicated in the Service or the Order; use in this mode does not give rise to a payment obligation until the activation of a paid Package.
- 8.9. Unless expressly agreed otherwise as part of the Service, the Client is solely responsible for backing up the Client Data entered or uploaded into the System.
- 8.10. It is prohibited for any person using the Service or the System to provide content of an unlawful nature.
- 8.11. An Account may be created only by persons holding the appropriate authorisation to represent the Client. Registration of an Account without placing an Order is free of charge.
- 8.12. After registration, each login is effected using the data provided in the registration form.

- 8.13. After registration, the Client has access to its account, within which it may place and view its Orders, manage information, add Users, and modify the Services used within the System.
- 8.14. The Client may delete the Account by contacting Sunbay via the e-mail address: hello@sunbay.io.
- 8.15. The Client is responsible for the Users' use of the Services as for its own acts or omissions. Any acts or omissions on the part of the Users will be treated as the acts or omissions of the Client. The Client bears full responsibility for the content of the data it provides, as well as for any content transmitted or activities performed on the Account by the Users; these activities will be attributed to the Client.
- 8.16. The Client warrants that neither it nor any of the Users will use, or attempt to use, the Services in a manner inconsistent with the law, or for the purpose of damaging or creating a threat to Sunbay's business, its reputation, its employees, or other clients.
- 8.17. The Client is obliged in particular to (both within the Account and on behalf of the Users):
- (a) provide and maintain accurate, current, and complete data;
 - (b) ensure the confidentiality and security of authentication credentials;
 - (c) meet the minimum technical requirements;
 - (d) back up the Client Data;
 - (e) use the System in accordance with Section 9;
 - (f) cooperate and provide the information and materials necessary for the provision of the Services.

These obligations and the Client's other obligations set out in the Terms are hereinafter referred to as the „**Client Obligations**“.

- 8.18. Sunbay is not responsible for defects or delays in the provision of the Services caused by the Client's failure to fulfil the Client Obligations (at least one of them), if and to the extent that Sunbay's inability to provide, or impairment in providing, the Services results, at least in part, from a breach or non-fulfilment of the Client Obligations. This includes the reasonable time needed to resume providing the Services after the Client has remedied the effects of the non-fulfilment.

9. Acceptable Use Rules

- 9.1. The Client will not, and will ensure that the Users will not, use the System to create, store, transmit, or make available content, or to engage in activity, that is illegal, harmful, fraudulent, infringing, offensive, or damaging to the reputation or legitimate interests of Sunbay. This includes, without limitation, content and activities that:
- (a) infringe or unlawfully misappropriate intellectual property rights, privacy rights, or other rights of third parties;
 - (b) are defamatory, obscene, offensive, or invasive of privacy;
 - (c) contain or use viruses, malware, or other harmful components;
 - (d) breach provisions of law or serve fraud or attempts to unlawfully obtain funds from others;
 - (e) impede, disrupt, or interfere with the operation of the Services;
 - (f) incite violence or hatred, or offend persons or groups on the grounds of sex, orientation, nationality, origin, race, religion, or the absence thereof;
 - (g) contain vulgarities or content encouraging dangerous behaviour;
 - (h) otherwise breach the law, public order, or good morals;

- (i) serve to pursue or handle receivables without respect for the rights, privacy, and dignity of recipients, in particular through excessive frequency or nuisance of contact, contact at night-time, exerting impermissible pressure, shaming, or disclosing information about the debt to third parties;
 - (j) mislead the recipient as to the identity of the sender, the nature of the communication, the legal status of the receivable, or the consequences of non-payment, or suggest the conduct of court or enforcement proceedings that have not been commenced;
 - (k) constitute another instance of Improper Use.
- 9.2. The Client bears full and sole responsibility for the lawfulness of the communications sent via the System on its behalf (in particular by e-mail, SMS, AI Call), including for having a valid legal basis for contacting the recipient and, where applicable, marketing consent, in accordance with the Act on the Provision of Services by Electronic Means and the electronic communications law. In particular, the Client undertakes that it will not use the System to:
- (a) send unsolicited commercial information or marketing communications without the required consent of the recipient;
 - (b) harass, threaten, intimidate, exert impermissible pressure on, or engage in other unfair practices towards recipients, including debtors;
 - (c) pursue receivables that are non-existent, time-barred, or disputed, or in a manner that misleads the recipient as to the legal status of the receivable or its pursuit;
 - (d) impersonate a court, an enforcement authority, an administrative authority, or another institution, or suggest the conduct of proceedings that have not been commenced;
 - (e) breach the provisions on consumer protection and on counteracting unfair market practices.
- 9.3. The Client represents and warrants that it has all consents and legal bases to process the data of the recipients of communications and to direct communications to them via the System, and that it is the controller of that data within the meaning of the GDPR.
- 9.4. The System is not intended for the processing of special categories of personal data within the meaning of Article 9 of the General Data Protection Regulation (including data concerning health, biometric data, data on racial or ethnic origin, beliefs, data on criminal convictions), payment card data subject to PCI DSS, or children's data. The Client will not enter such data into the System and assumes full responsibility for the regulatory consequences of a breach of this section. If the Client needs to process such data, this requires a separate written agreement before entering it. Sunbay may immediately suspend the Service upon detecting such data, without a deadline to remedy the breach. The foregoing also constitutes Improper Use.
- 9.5. Sunbay makes available within the System functions enabling the storage and transmission of content entered by the Client, and in this respect acts as a provider of a hosting service within the meaning of the Act on the Provision of Services by Electronic Means and the relevant provisions of European Union law. Sunbay does not initiate the transmission, does not select the recipients, and does not modify the Client's content. Sunbay has no obligation to monitor or actively seek out circumstances indicating the unlawful nature of content entered, stored, or transmitted by the Client or the Users. Sunbay is not responsible for content entered, stored, or transmitted by the Client or the Users, in particular where it does not know of its unlawful nature and, upon receiving an official notification or obtaining reliable knowledge of the unlawfulness, promptly disables access to it. Sunbay reserves the right, at its own discretion, to investigate and take appropriate action, including removing content or suspending access, if it reasonably

determines that a breach of the Terms or of the provisions of law has occurred. These actions do not give rise to any claims on the part of the Client, in particular for reimbursement of costs or compensation, nor do they impose on Sunbay any obligation to continue making the System available for use with such content.

- 9.6. If a third party or an authorised person notifies Sunbay that data entered by the Client infringes its rights, Sunbay may investigate the matter and, where required by law or where necessary to protect the third party and Sunbay from liability, remove such data. The removal does not give rise to any claim on the part of the Client for reimbursement of costs or compensation.
- 9.7. The Client represents and warrants that:
- (a) it holds all permits, licences, register entries, and consents required to conduct communications and pursue receivables via the System, including those arising from the provisions regulating debt-collection activity, to the extent they apply to it;
 - (b) it honours the recipient's objection to further contact and the restrictions on the form and frequency of contact arising from the law;
 - (c) it does not direct communications to persons covered by a statutory prohibition or special protection. Sunbay may change, restrict, or disable functions of the System if this becomes necessary as a result of a change in the law, in particular the entry into force of provisions regulating debt-collection activity.
- 9.8. The Client undertakes to conduct communications via the System with respect for the rights, privacy, and dignity of recipients, in accordance with good practices in contacting debtors and pursuing and handling receivables. In particular, the Client honours the recipient's objection to further contact and the restrictions on the form, time, and frequency of contact arising from the law.
- 9.9. The System is a tool intended for use in professional trade (B2B). The decision to establish and conduct communications with a given recipient, including a recipient who is a consumer, is made solely by the Client, at its own business and legal risk. Sunbay does not verify to whom the Client directs communications, nor the grounds, merits, and permissibility of such communications, and bears no responsibility on this account. The qualification of recipients and receivables is made solely by the Client.
- 9.10. The Client undertakes to comply with all provisions of law and good practices concerning contact with recipients and the pursuit of receivables, in particular the provisions on consumer protection, on counteracting unfair market practices, and the regulations concerning the pursuit and handling of receivables. The Client bears sole responsibility for compliance with the restrictions and parameters set out in the Order or the System documentation.

10. Suspension of the Services

- 10.1. If the Client fails to pay fees or other amounts due within 7 days of their due date, Sunbay is entitled, without prejudice to other rights and legal remedies, to suspend the provision of any or all of the Services until all arrears have been settled in full.
- 10.2. Sunbay may suspend access to all or part of the Services if it reasonably determines that the Client or its users have breached the Terms, in particular Sections 8 or 9, or their use constitutes Improper Use.
- 10.3. Notwithstanding any deadline to remedy the breach, Sunbay may suspend access immediately and without prior notice if:
- (a) use of the System creates a direct legal, security, or operational threat to Sunbay, other clients, or third parties;
 - (b) the Client or any User has engaged in Improper Use;

- (c) it is required by a provision of law, a court judgment, or a decision of a competent authority; or
 - (d) the Client has, twice within a period of 12 months, been in delay with any amount due exceeding 7 days.
- 10.4. Unless immediate suspension is necessary, Sunbay will make reasonable efforts to give the Client prior notice and, where applicable, enable the cause to be remedied. During the suspension period, the obligation to pay fees accrued before or during the suspension remains in force in full. Sunbay is not responsible for any losses, damages, or inconvenience suffered by the Client or third parties as a result of a suspension effected in accordance with this section.
- 10.5. Sunbay will restore access after verifying that the cause of the suspension has been remedied. Sunbay may charge a reactivation fee if the suspension occurred due to the Client's breach and reactivation requires the provision of Professional Services. The suspension is without prejudice to Sunbay's right to terminate the Agreement.

11. Service Level and Support

- 11.1. Sunbay provides the Services with commercially reasonable efforts and monitors the availability of the System. Sunbay provides support through the channels and during the hours indicated in the Order or the Service, and uses commercially reasonable efforts in responding to reports and remedying faults.
- 11.2. Sunbay does not guarantee a specific level of System availability (in particular expressed as a percentage indicator) and is not responsible for its unavailability, subject to Section 11.4. The Parties may agree a guaranteed level of availability and the related services in a separate SLA package in the Order.
- 11.3. Sunbay may temporarily restrict or interrupt the operation of the System in order to carry out maintenance work, planning it, as far as possible, so as to limit the impact on the Client. Sunbay may also interrupt the operation of the System for good cause, in particular in order to implement emergency changes, such as security patches; to the extent necessary, this may occur without prior notice.
- 11.4. If the Core Functionalities remain unavailable continuously for a period longer than 3 days for reasons attributable solely to Sunbay, the Client is entitled to a reduction of the subscription Fee for the given Billing Period by 10% for each commenced 3 days of continuous unavailability, but no more than the total amount of the subscription Fee for that Billing Period. The reduction is effected upon the Client's request submitted within 30 days of the end of the period of unavailability, and is implemented in the form of an invoice correction or a credit towards the next Billing Period.
- 11.5. The reduction referred to in Section 11.4 constitutes the sole and exclusive remedy available to the Client on account of the unavailability of the System or the Core Functionalities. Any other claims on this account are excluded, in particular for compensation, redress of damage, lost profits, or contractual penalties. The unavailability of functionalities other than the Core Functionalities does not give rise to any claims on the part of the Client, including the right to a reduction of the Fees. The period of unavailability does not include the interruptions referred to in Section 11.3 (maintenance, emergency changes), unavailability for reasons attributable to the Client or third parties, and force majeure events.

12. New Versions

- 12.1. Sunbay makes available new versions of the System (patches, updates, upgrades) at its own discretion; the Client has no right to demand specific functions or to refuse an update. Sunbay may modify, replace, or withdraw individual functions, integrations, or components, provided that the modifications or changes do not impair the Core Functionalities. If Sunbay implements changes rendering the Core Functionalities

unusable, it will precede this with an e-mail notification at least 7 days in advance; should they not be restored within the deadline set, the Client is entitled to the remedy under Section 7.3.

13. Test Features

- 13.1. Sunbay may make available to the Client functions, modules, or versions of the System marked as test, beta, pilot, or made available in early-access mode (the „**Test Features**“). Use of the Test Features is voluntary; the Client decides on their use at its own risk.
- 13.2. The Test Features are made available on an „as-is“ basis and as available, solely for evaluation purposes. Sunbay makes no representations or warranties in respect of them, in particular as to their correct, uninterrupted, or secure operation, their completeness, their fitness for a particular purpose, or their conformity with the documentation. The Test Features may contain errors and limitations and need not correspond to the target functionalities of the System.
- 13.3. The provisions concerning service levels and support do not apply to the Test Features, and Sunbay has no obligation to maintain, develop, or make them available in a production version. Sunbay may, at any time, at its own discretion, and without prior notice, change, restrict, suspend, or withdraw a Test Feature, and may introduce or change the rules of payment for it after the test period ends.
- 13.4. To the fullest extent permitted by law, Sunbay's liability in connection with the Test Features is excluded; the indemnification granted by Sunbay in the Agreement (including in respect of third-party claims) does not cover the Test Features. The limitations and exclusions of liability set out in Section 17 apply in addition.

14. Personal Data

- 14.1. The controller of the Client's personal data, including the data of persons acting on its behalf, processed in connection with use of the Service and the conclusion and performance of the Agreement, is Sunbay. The rules of data processing in the Service are governed by the Privacy Policy.
- 14.2. To the extent that Sunbay processes personal data for the Client, the rules of data processing are set out in the DPA constituting an Annex to the Agreement.
- 14.3. The Client is the controller of the data of the recipients of communications (including debtors and counterparties) and is responsible for the legal basis of their processing.

15. Intellectual Property

- 15.1. Sunbay (or the entities indicated by it) remains the owner of all rights, titles, and interests in the intellectual property rights to the System, the software, the technology, the algorithms, the processes, and the documentation, including all improvements and derivative works. All rights not expressly granted to the Client are reserved. The Client will not:
 - (a) access or use the System in order to create competing products or services, in particular by copying or reproducing its features or user interface;
 - (b) allow any indirect or direct competitor of Sunbay to access or use the System;
 - (c) interfere with the operation of, or disrupt, any software or system used to host the System, or any other hardware or networks connected to the System.Any penetration testing or vulnerability assessment of the System requires Sunbay's prior written consent.
- 15.2. Sunbay grants the Client a non-exclusive, non-sub-licensable, and non-transferable, revocable licence for the duration of the Agreement to use the System solely for the Client's internal business purposes, on the terms set out in the Agreement.

- 15.3. The Client Data remains the property of the Client. The Client grants Sunbay a non-exclusive, worldwide, royalty-free licence to use, reproduce, process, and transmit the Client Data solely to the extent necessary to provide the Services (including sending on the Client's behalf and hosting) and in accordance with the DPA.
- 15.4. Sunbay may collect and use aggregated, anonymised, or de-identified data derived from use of the Services, for any lawful purpose, including to improve the System, develop products, and produce statistics and benchmarks, provided that it does not identify the Client or any person. Such data does not constitute Client Data and may be retained after termination of the Agreement. Sunbay may also monitor use of the System in order to improve it, without processing personal data for this purpose.
- 15.5. Sunbay is entitled to carry out, at any time, an electronic audit of the Client's use of the System, without unreasonably disrupting its business. If the audit reveals an exceedance of permitted use (of the Thresholds or other limits set out in the Order), Sunbay is entitled to retrospectively adjust the remuneration for the period since the last audit (and, in the absence of a prior one, for the given calendar year) by the percentage by which actual use exceeds the permitted use. The Client will then bear the full costs of the audit.
- 15.6. Upon termination of the Agreement, all outstanding Fees payable by the Client to Sunbay become immediately due and payable, and all debt-collection costs incurred will be included in the amount due.

16. System Improvements

- 16.1. The Client may provide Sunbay with suggestions, comments, proposals, and opinions concerning the System and the Services (the „**Feedback**“). Feedback does not include the Client Data or the Client's Confidential Information.
- 16.2. Sunbay is entitled to freely, without limitation, and free of charge use the ideas, concepts, methods, know-how, and solutions contained in the Feedback for any purpose, in particular to develop, improve, and commercialise the System, the Services, and other products, without any obligation of remuneration, attribution, or confidentiality. The Parties confirm that ideas, concepts, and principles as such are not subject to copyright protection.
- 16.3. To the extent that the Feedback constitutes a work within the meaning of copyright law, the Client, upon providing it, grants Sunbay a non-exclusive, royalty-free, territorially unlimited licence, for the duration of the economic copyright, with the right to grant sub-licences, to use the Feedback on all fields of exploitation known at the time of provision, in particular: fixing and reproduction by any technique and in any form, entry into computer memory and telecommunications networks, dissemination and public making available, as well as use in the System, the Services, and Sunbay's products.
- 16.4. The Client permits Sunbay to exercise, and to authorise third parties to exercise, the derivative rights to the Feedback, including to make alterations, modifications, and adaptations, and to use and dispose of them. To the fullest extent permitted by law, the Client undertakes not to exercise its moral copyright to the Feedback against Sunbay in a manner that impedes use of it in accordance with the Agreement.
- 16.5. The Client represents that it is entitled to grant the licences and permissions referred to above.

17. Liability Rules

- 17.1. To the fullest extent permitted by law, pursuant to Article 558 § 1 of the Civil Code, the Parties entirely exclude Sunbay's liability under the statutory warranty for physical and legal defects of the Services, the System, and any results of work. The Client has no rights under the statutory warranty, in particular the right to demand the removal of a

defect, replacement, a reduction of the price, or withdrawal from the Agreement on the basis of the provisions on the statutory warranty.

- 17.2. The exclusion in Section 17.1 does not limit Sunbay's liability under the rules in Sections 17.4–17.8, nor the obligations expressly assumed by Sunbay in the Agreement. Matters of defects and their remedying are governed exclusively by the Agreement and, in respect of support, by Section 11. The Services are provided in accordance with Section 17.3.
- 17.3. Unless expressly provided otherwise in the Agreement, the Services are provided on an „as-is“ basis and as available. Sunbay makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, non-infringement, or error-free, uninterrupted, or undisturbed operation of the Services. Sunbay does not guarantee that the Services will meet the Client's specific requirements or that they will be compatible with its systems or the services of third parties.
- 17.4. Each Party bears full liability for damage caused intentionally or through gross negligence, for culpable harm to life, body, or health, and on the basis of the provisions on liability for a dangerous product.
- 17.5. In the event of a culpable breach of material contractual obligations (fundamental obligations), Sunbay's liability is limited to typical damage foreseeable at the time of the conclusion of the Agreement.
- 17.6. Subject to Sections 17.4 and 17.5, Sunbay's total aggregate liability arising from or in connection with the Agreement, on any basis whatsoever, in each calendar year, will not exceed the net amount of the remuneration actually paid by the Client to Sunbay during the twelve months immediately preceding the event that gave rise to the first claim.
- 17.7. Notwithstanding Section 17.6 and subject to Section 17.4, Sunbay's aggregate liability in respect of the Professional Services (including integrations) is limited to the amount of the remuneration actually paid by the Client for those specific Professional Services. If the given Professional Services were performed free of charge or at a discount, Sunbay's liability is limited to the amount actually paid.
- 17.8. The Parties exclude the possibility of Sunbay's liability for lost profits.
- 17.9. Results generated automatically by the System (including the content of AI Calls) are of a probabilistic nature and may be inaccurate or incomplete; the Client is obliged to verify them before use and bears sole responsibility for their content and effects. Sunbay is not responsible for third-party content, services, or sites (including integrations, plug-ins, links).
- 17.10. The Client will notify Sunbay of any claim against Sunbay arising from or in connection with the Agreement, together with its justification, promptly, and no later than within 30 days of the day on which it learned or, exercising due diligence, could have learned of the circumstances justifying it. To the extent permitted by law, failure to observe this deadline precludes the possibility of pursuing the claim or, at the very least, releases Sunbay from liability to the extent that the lack of timely notification increased the damage or hindered its mitigation.
- 17.11. The System is a technical tool automating communications. Sunbay does not conduct debt collection on the Client's behalf, does not provide legal services or advisory services concerning the pursuit of claims, does not assess the existence, enforceability, or merits of receivables, and is not a party to the relationship between the Client and its debtor or counterparty. Decisions as to whether and how to handle receivables are made solely by the Client, which bears full responsibility for the content, legal basis, and lawfulness of the communications sent on its behalf. The manner of calculating the Fees, including by

reference to the Recovered Receivable, does not change the nature of the Service or the role of Sunbay as set out in this section.

- 17.12. The Parties undertake to mitigate damage and its effects. The Client confirms that it relies solely on the representations and warranties expressly set out in the Agreement.

18. Indemnification

- 18.1. The Client will indemnify and hold harmless Sunbay (and its affiliates, members of its governing bodies, employees, and representatives) against all liabilities, claims, demands, losses, damages, costs, and expenses (including interest, penalties, and reasonable legal costs) incurred directly or indirectly in connection with:
- (a) the Client Data;
 - (b) the content or manner of the communications conducted by the Client via the System;
 - (c) the Client's breach of the Agreement or of the provisions of law, in particular Sections 8 or 9;
 - (d) Improper Use by the Users or the Client;
 - (e) the Client's use of the results generated by the System; or
 - (f) the Client's gross negligence or wilful misconduct.
- 18.2. Sunbay will promptly notify the Client of a claim and will cooperate at the Client's expense. The Client will not enter into a settlement imposing on Sunbay obligations not covered by the indemnification without Sunbay's written consent. If the Client does not assume the defence within 30 days of the notification, Sunbay may conduct the defence or enter into a settlement at the Client's expense. The limitations and exclusions of liability provided for in the Agreement do not limit the Client's obligations arising from this section.
- 18.3. If a third party alleges that the System itself infringes its intellectual property rights, Sunbay may, at its own discretion, modify or replace the System so that it does not infringe those rights, obtain the right to continue using it, or terminate the Agreement in the affected scope with a refund of the prepaid fees for the unused period. The indemnification does not cover claims arising from the Client Data, from the modification or combination of the System with elements not supplied by Sunbay, from use inconsistent with the Agreement, or from automatically generated results that incidentally reproduce third-party content.

19. Final Provisions

- 19.1. Notices and declarations are made at least in documentary form (Article 77² of the Civil Code); for notices other than those concerning termination of the Agreement, e-mail form is sufficient.
- 19.2. The Client may not transfer its rights or obligations without Sunbay's prior consent. Sunbay may assign the Agreement or its rights and obligations to an affiliate, or in connection with a merger, division, acquisition, reorganisation, or sale of the business, by notifying the Client. An assignment in breach of this section is invalid.
- 19.3. The Client acknowledges and accepts that an authorised Sunbay employee may act within the Client's account solely for the purpose of handling a report, providing support, or diagnostics, to the extent necessary to achieve those purposes. Such access takes place within the limits of this section and the DPA, with the logging of activities maintained. The basis, scope, and rules of logging are set out in detail in the DPA.
- 19.4. Each Party will keep the other Party's Confidential Information confidential and will use it solely to perform the Agreement; the exclusions cover information that is publicly available, previously lawfully known, or independently developed. The terms of the

Agreement, including prices, will not be disclosed without the other Party's consent, provided that Sunbay may include the Client on client lists and refer to it (name and logo) for marketing purposes; detailed case studies require the Client's consent, not to be unreasonably withheld. The confidentiality provisions remain in force for 2 years after termination of the Agreement.

- 19.5. The Agreement constitutes the entire understanding of the Parties as to its subject matter and supersedes prior arrangements. Headings are for convenience only. The invalidity of, or a gap in, an individual provision does not affect the remainder of the Agreement; the Parties will replace it with a provision closest to their economic intent, preserving the maximum permissible effectiveness of the limitations of liability and warranty disclaimers.
- 19.6. Save for the obligation to pay, neither Party is liable for non-performance or delay caused by reasons beyond its reasonable control (acts of nature, natural disasters, public-health emergencies, actions of authorities, armed conflicts, terrorism, failures of internet infrastructure or cloud providers, third-party cyberattacks not resulting from a failure to maintain commercially reasonable safeguards). The affected Party will promptly notify the other Party.
- 19.7. Complaints concerning the provision of services by electronic means may be submitted by e-mail to hello@sunbay.io or by registered letter to Sunbay's address. To submit a complaint, it is necessary to provide the following data: the Client's designation, address, data enabling identification of the account or Order (login, Order number, transaction date), the subject and cause of the complaint, and contact details. Sunbay will consider the complaint within 14 days. The absence of a response within that period does not mean that the complaint is upheld; the provisions on the tacit acceptance of a consumer complaint do not apply.
- 19.8. Sunbay may amend the Terms for good cause, in particular in the event of a change in the law, the functionalities of the System, the billing model, security considerations, or the requirements of authorities. Sunbay will give notice of material changes at least 14 days in advance (by e-mail, a notification in the System, or publication in the Service with an update of the date). Continued use of the Services after the changes enter into force constitutes acceptance of them. Should it not accept a material change, the Client may terminate the Agreement before it enters into force; this is its sole remedy.
- 19.9. In the case of a change made otherwise than in the manner set out in Section 19.8, the change enters into force from the next Billing Period following notification of the Client (by e-mail, a notification in the System, or publication in the Service with an update of the date). Continued use of the Services after the change enters into force constitutes acceptance of it. Should it not accept the change, the Client may terminate the Agreement with effect at the end of the current Billing Period; this is its sole remedy.
- 19.10. All provisions of the Terms which, by their nature, should remain in force after termination of the Agreement will remain in force after termination of the Agreement, including, without limitation, the Fees and payments, the effects of termination of the Agreement, confidentiality, intellectual property, the disclaimers of warranties and statutory warranty, indemnification, and the limitations of liability.
- 19.11. The Parties are independent entrepreneurs, and the Agreement does not create between them a partnership, consortium, joint venture, agency, representation, or employment relationship. Neither Party is entitled to incur obligations or make declarations on behalf of the other Party. The Agreement does not establish rights for the benefit of third parties; in particular, it does not constitute a contract for the benefit of a third party within the meaning of Article 393 of the Civil Code.
- 19.12. A failure or delay in exercising a right does not constitute a waiver of it; a waiver requires written form.

19.13. The Agreement and all non-contractual obligations connected with it are governed by Polish law, to the exclusion of conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising from or in connection with the Agreement, including those concerning its existence, validity, or termination, will be resolved by the common court having local jurisdiction over Sunbay's registered office.

Annexes to the Agreement

Annex No. 1. Data Processing Agreement.