

**TERMS OF SERVICE FOR THE PROVISION OF ELECTRONIC SERVICES IN CONNECTION WITH
THE USE OF THE PROPLANUM APPLICATION**

§ 1. Definitions

The terms listed below are defined for the purposes of these Terms of Service as follows:

1. Proplanum Application – an advanced software solution made available by the Service Provider, designed to integrate and optimize human resource management processes in an enterprise. The Application contains integrated functional modules, including: a system for managing and coordinating employee work schedules, a mechanism for recording and documenting working time, including the use of mobile technology, a module for processing electronic leave requests, a task and project management tool, an internal communication platform for employees, and a system for forecasting and planning staffing demand. Each of the listed functionalities is an integral part of the Proplanum Application and is subject to the provisions of the Terms of Service;
2. Mobile Application – an extension of the functionality of the Proplanum Application, adapted for use on mobile devices such as smartphones;
3. Package – a set of functionalities of the Proplanum Application, selected by the Service Recipient from among the Start, Biznes, Premium and Enterprise Packages; the scope of each Package is set out in Appendix No. 1 to the Terms of Service “Scope of Packages and Additional Services”, and its price is set out in the price list referred to in § 7(6); the fee for a Package depends on its type, the number of Licenses and the billing period;
4. Privacy Policy – a document governing the rules for the protection of Users' personal data and privacy, which supplements the Terms of Service;
5. Force Majeure – an external event, impossible to foresee, which the Service Provider or the Service Recipient cannot prevent, including but not limited to epidemics, natural disasters, extreme weather events, acts of state authority, server failures, and hacker attacks;
6. Terms of Service – these terms of service for the provision of electronic services in connection with the use of the Proplanum Application;
7. Agreement – an agreement for the provision of electronic services between the Service Provider and the Service Recipient, concluded within the scope of their business activities, covering both free and paid Services.

8. Data Processing Agreement – the agreement for the entrustment of personal data processing concluded by the Parties separately, which the Service Provider makes available to the Service Recipient when the Registration Request is submitted or provides for signature;
9. Subscription - a recurring form of payment that allows the Service Recipient to access the functionalities offered by the Proplanum SaaS application. It comprises regular monthly or annual fees, determined according to the selected package and the number of licenses, which may be modified. Subscription details, including changes to the plan and licenses, are reflected in the VAT invoices issued.
10. License – the right to use the Proplanum Application through one User account, regardless of its role (employee, manager, administrator); an archived account is not counted as a License;
11. Service Provider – Proplanum spółka z ograniczoną odpowiedzialnością (a limited liability company), with its registered office in Siedlce at ul. Sokołowska 34, 08-110 Siedlce, Poland, entered in the Register of Entrepreneurs kept by the District Court Lublin-Wschód in Lublin with its seat in Świdnik, 6th Commercial Division of the National Court Register, under KRS No. 0001078697, NIP (tax ID) 8212688991, REGON 527344533.
12. User – the Service Recipient and any person to whom the Service Recipient has granted access to the Proplanum Application within an individually defined scope.
13. GDPR – 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);
14. Proplanum Service – an online platform available at the specified URL <https://app.proplanum.com/>, providing access to the Proplanum Application;
15. Services – electronic services provided by the Service Provider to Users on the basis of the Terms of Service;
16. Service Recipient – an entrepreneur using the Service Provider's Services, including the Proplanum Application and the Proplanum Service, for purposes directly related to its business activity;
17. Act – the Act of 18 July 2002 on the provision of electronic services.
18. Additional Service - a service or functionality paid for separately from the Package, which the Service Recipient may order for any Package, in particular the employee file, implementation carried out as a separate project, data import from several systems or requiring data conversion, on-site training and integrations with external systems prepared for the Service Recipient; the Additional Services are set out in Appendix No. 1 to the Terms of Service, and their prices in the price list or in an individual offer.

§ 2. General Provisions

1. In accordance with Article 8(1)(1) of the Act, the Terms of Service set out:
 - a) the types and scope of electronic services provided by the Service Provider through the Proplanum Service and the Proplanum Application;
 - b) the terms of provision of electronic services by the Service Provider through the Proplanum Service and the Proplanum Application;
 - c) the obligations of the Service Recipient and the User;
 - d) the terms of concluding and terminating agreements for the provision of electronic services;
 - e) the complaint procedure;
 - f) the liability and obligations of the Service Provider.
2. The Privacy Policy, available on the website of the Proplanum Service, is a document related to the Terms of Service; it forms an integral part of the Terms of Service and governs the rules for the protection of Users' personal data and privacy.
3. The Terms of Service are made available in the Proplanum Service free of charge to every User before the Agreement is concluded and on request, in a manner that allows the User to obtain, reproduce, and record them using the User's IT system.
4. The User and the Service Recipient may begin using the Services offered by the Service Provider only after having read and accepted the content of the Terms of Service and the Privacy Policy. Use of the Services by the User and the Service Recipient is equivalent to unconditional acceptance of the Terms of Service and the Privacy Policy.
5. The Service Provider enables a User with the appropriate permissions to use the integrated functional modules of the Proplanum Application. These modules include: a system for managing and coordinating employee work schedules, a working time recording mechanism, an electronic leave request module, a task and project management tool, an internal communication platform for employees, and a system for forecasting and planning staffing demand based on the data entered into the application.
6. The Service Provider stipulates that it provides services exclusively to entrepreneurs. The Agreement may not be concluded by consumers or by entrepreneurs acting with the rights of consumers. All actions within the Proplanum Application are performed in the name and on behalf of the Service Recipient.
7. The Service Recipient bears full responsibility for granting other Users access to the Services and is obliged to ensure that all Users know and comply with the provisions of the Terms of Service.

8. All actions of Users within the Proplanum Application are taken in the name and on behalf of the Service Recipient, who is responsible for their compliance with applicable law and the provisions of the Terms of Service.
9. The Agreement is concluded upon acceptance of the Registration Request by the Service Provider, on the terms set out in § 5(1).
10. Commencing the use of any of the Services described in the Terms of Service is equivalent to full acceptance of the Terms of Service by the Service Recipient, without the need to draw up a separate agreement.
11. The Terms of Service are binding on the Service Recipient from the moment the Registration Request is submitted, and on the User from the moment the User logs in to the Service after being granted permissions by the Service Recipient.

§ 3. Types and Scope of Services

1. Through the Proplanum Application, the Service Provider offers the following services:
 - a) maintaining the Service Recipient's account and User accounts in the Proplanum Application;
 - b) making the Proplanum Application available over the Internet for use on the terms set out in the Terms of Service;
 - c) providing server space for storing the data processed in the Proplanum Application;
 - d) providing information related to the Service Recipient's operations, including updates, regulatory changes, and new features in the Service;
 - e) enabling the Service Recipient to modify and manage data within the scope defined by the Service Provider;
 - f) secure storage of the Service Recipient's data on servers protected in accordance with applicable standards;
 - g) tools enabling communication between the Service Recipient and its customers, employees, or other interested parties;
 - h) providing information about products, services, promotions, and commercial offers.
2. The Service Provider enables the purchase of various paid Packages and Subscriptions, which extend the scope of available services and functionalities offered by the Proplanum Application.
3. The scope of functionalities available in the individual Packages and the Additional Services are set out in Appendix No. 1 to the Terms of Service "Scope of Packages and Additional Services". The prices of Packages and Additional Services are set out in the price list referred to in § 7(6). The terms of use of Packages may additionally be set out in an agreement concluded by the Parties on the basis of an individual offer (§ 5(8)).

4. The Service Provider provides access to the Services on the terms set out in the Terms of Service and on the additional terms specified for selected paid services.
5. The Service Recipient has the right to use free services within the scope of functionalities made available by the Service Provider or within the scope of the selected paid package.
6. For the full functionality of the Proplanum Application, the Service Recipient should have Internet access, an active e-mail account, and an up-to-date web browser that complies with the specified standards and supports JavaScript.
7. The Service Provider reserves the right to make changes to the functionalities of the Proplanum Application, including adding new services, features, and conveniences and modifying existing ones. Changes to the scope of Packages are made on the terms set out in § 7(15).
8. Any changes to the scope of the Services provided will be communicated to Service Recipients in the manner set out in the Terms of Service.
9. The Service Provider takes the necessary measures to ensure the security and protection of the data stored within the Proplanum Application.
10. The Service Recipient is responsible for keeping its access credentials confidential and for all actions performed through its account.
11. The Service Provider provides technical support on business days from Monday to Friday between 8:00 a.m. and 4:00 p.m., via the chat in the Proplanum Application and by e-mail to info@proplanum.com. Requests submitted outside these hours are handled on the next business day.
12. The Proplanum Application enables integration with external systems designated by the Service Recipient, in particular HR and payroll systems, the platform of the Polish Social Insurance Institution (ZUS), calendars and the API. The integration is activated by the Service Recipient or by the Service Provider at the Service Recipient's instruction. Data is transferred to the external system at the Service Recipient's instruction, and the Service Provider is not responsible for the operation of external systems or for the processing of data by their providers. The Service Recipient protects the keys and access credentials for integrations and the API in the same way as a password. The availability of individual integrations in the Packages is set out in Appendix No. 1 to the Terms of Service.

§ 4. Terms of Provision of Services

1. The Service Provider provides services through the Proplanum Application on the terms set out in this section and in the remaining parts of the Terms of Service. By using the Proplanum Application, the Service Recipient undertakes to comply with the Terms of Service and to enter data that is consistent with the actual and legal state of affairs.

2. Use of the Proplanum Application requires the User's equipment to meet the following minimum technical requirements: an Internet connection, an active e-mail address, an up-to-date operating system, an up-to-date web browser, cookies enabled for the current session, a camera in the computer, and a smartphone or tablet with an up-to-date system and the Mobile Application installed. Failure to meet these requirements may result in limited or incorrect operation of the Proplanum Application or the Mobile Application, for which the Service Provider bears no responsibility.
3. Use of the functionalities of the Proplanum Application is conditional on the correct registration of the Service Recipient or the User and acceptance of the Terms of Service. During the registration process, the User creates their own identifier and password in accordance with the security requirements, including minimum length and complexity. The Service Provider is not responsible for the User's disclosure of their authentication credentials to third parties.
4. The User is obliged not to post in the Proplanum Application any content that is unlawful, infringes the rights of third parties, is contrary to the principles of social coexistence or incites hatred, as well as pornographic, offensive, or violence-promoting content or other content that is contrary to the law. The Service Provider is not responsible for content posted by the User.
5. The User is responsible for keeping their password secret and for not disclosing it to unauthorized persons. Any actions on the account in the Proplanum Application assigned to a given User that are performed using the correct password will be attributed to that User. The Service Recipient is liable for the actions of Users as for its own actions.
6. The Service Provider has the right to temporarily suspend or restrict the provision of the Services in special cases affecting the security or stability of the IT system, including the performance of maintenance work. The Service Provider is not responsible for interruptions in the provision of services resulting from failures of IT systems beyond its control.
7. The Service Provider may terminate the agreement and cease providing the Services in the cases set out in the Terms of Service, including where the User breaches the provisions of the Terms of Service, provides false data, or acts to the detriment of the Service Provider, as well as in other particularly justified cases.
8. The Service Provider is not responsible for damage resulting from improper use of the Proplanum Application, loss of data by the User as a result of a technical failure or Force Majeure, or damage caused by the actions of telecommunications service providers and other external service providers.
9. All copyrights, trademarks, and other intellectual property rights related to the Proplanum Application belong to the Service Provider. The User undertakes not to attempt any interference

with the software code of the Proplanum Application, the Mobile Application, or the Proplanum Service, including decompilation or other methods of reverse engineering.

§ 5. Terms of Concluding and Terminating the Agreement

1. The Service Recipient submits a registration request in the Proplanum Service (hereinafter the "Registration Request"), accepting the Terms of Service and the Data Processing Agreement and reading the Privacy Policy. The Agreement is concluded upon acceptance of the Registration Request by the Service Provider and activation of the organization account, of which the Service Provider informs the Service Recipient by e-mail. The Service Provider may refuse to accept a Registration Request without giving reasons, in particular where the data in the Registration Request is incomplete or raises doubts.
2. The Service Provider offers the Service Recipient two types of services:
 - a) free services - available without the need to make any payment;
 - b) paid services - available after making the appropriate payment in accordance with the Package selected by the Service Recipient as presented in the Proplanum Application.
3. Free services are provided during a trial period of 21 days from the date the Agreement is concluded. After its expiry, further use of the Proplanum Application requires the selection of a paid Package; if the Service Recipient does not select one, the Agreement expires and § 5(11) applies to the data.
4. The Service Recipient may independently delete the contents of the account created in the Proplanum Application, which results in the complete and irreversible deletion or anonymization of the data collected in the Proplanum Application.
5. The Service Provider may extend the trial period on terms agreed individually with the Service Recipient.
6. The agreement for the provision of paid services is concluded when the Service Recipient makes the payment. The period of provision of paid services is specified in the Package selected by the Service Recipient.
7. The Service Recipient has the right to change the selected Package to another one. A change to a higher-value Package takes effect immediately, with an additional payment for the remaining part of the billing period. A change to a lower-value Package takes effect from the beginning of the next billing month, and the fees already paid are not refundable. The change is settled on the terms set out in § 7(3) and (4).
8. The Service Provider may conclude agreements for the provision of paid services on the basis of an individual offer, in which case the terms of the agreement are agreed outside the Proplanum

Application. In such cases, the Terms of Service apply to the extent that they do not conflict with the individual arrangements.

9. The Service Provider has the right to terminate the agreement with the Service Recipient with immediate effect, without notice, in the event of:
 - a) the Service Recipient providing false data, using the Proplanum Application in a manner contrary to the law or the provisions of the Terms of Service, infringing the rights of the Service Provider or third parties, or failing to pay for the Package.
 - b) no activity on the Service Recipient's account for a period of 3 months, provided that the Service Recipient has first been requested to confirm its intention to continue the Agreement.
10. The Service Provider sends invoices to the Service Recipient in electronic form. Invoices are made available in the Proplanum Application to Users with the appropriate permissions.
11. After termination or expiry of the Agreement, the Service Recipient may, within 30 days, request an export of its data; the Service Provider provides the export in CSV or XLSX format within 14 days of the request. After 60 days from the termination or expiry of the Agreement, the Service Provider permanently deletes the data of the Service Recipient and the Users, except for data whose retention is required by law. Data in backup copies is deleted in the course of their rotation cycle.

§ 6. Liability of the Service Provider

1. The Service Provider applies technical and organizational measures appropriate to the risk associated with the use of the Proplanum Application, in particular: hosting in Microsoft Azure infrastructure in data centers located within the European Economic Area, encryption of data in transit and at rest, a web application firewall and protection against DDoS attacks, multi-factor authentication for all persons with administrative access, restriction and logging of access to data, daily backups, and periodic penetration tests.
2. Data transmission between the User's device and the Proplanum Application is encrypted. Passwords are masked on entry and stored exclusively in the form of a cryptographic hash. The Mobile Application uses authentication tokens and may be unlocked using the device's biometrics; the verification is performed by the phone's operating system, and biometric data is not transferred to the Service Provider.
3. The Service Provider undertakes to exercise all due care to ensure the proper technical functioning of the Proplanum Application and the Mobile Application. Nevertheless, the Service Provider's liability is limited to willful non-performance of its obligations under the agreement and covers only the actual value of the loss incurred.

4. The Service Provider will not be liable for damage resulting from non-performance or improper performance of its obligations if the causes of such a state of affairs lie with the Service Recipient, the User, or third parties for whose actions the Service Provider is not responsible. In particular, the Service Provider is not liable for damage resulting from improper use of the Proplanum Application by the Service Recipient or the User, or from errors in the computer hardware, software, or communication systems used by the Service Recipient or the User to connect to the Proplanum Application.
5. The Service Provider excludes its liability for the permanent or temporary inability to provide the services and for the improper provision of the services for reasons beyond the Service Provider's control, including as a result of Force Majeure, the actions of third parties, or errors in the use of the services by the Service Recipient or the User, as well as for the consequences of third parties gaining access to the information authorizing access to the Services, if such persons obtained that information as a result of its disclosure by the Service Recipient or the User or as a result of insufficient protection of that information.
6. The Service Provider is not liable to Service Recipients under the statutory warranty for defects.

§ 7. Fees for the Service

1. Processing of recurring payments:
 - a) the Service Recipient is obliged to provide its payment card details for the purpose of automatic collection of subscription fees, on a monthly or annual basis, in accordance with the selected option.
 - b) after each transaction, the Service Provider issues a VAT invoice, which is delivered to the Service Recipient electronically, together with a notification of the successful transaction or of any difficulties in processing the payment.
2. Processing of one-time payments:
 - a) where the one-time payment option is selected, the Service Provider issues a pro forma invoice, imposing on the Service Recipient the obligation to settle it within the specified period;
 - b) once the payment has been credited to the Service Provider's account, a VAT invoice is issued.
3. Subscription rules for the monthly model:
 - a) the Service Recipient has the right to modify the subscription plan and the number of licenses at any time during the billing month.

- b) where a change is made, the system automatically calculates the difference in fees between the current and the new plan or number of licenses, making the appropriate settlement for the unused part of the billing period.
 - c) a change of plan to a higher-value offer takes effect immediately, whereas a change to a lower-value plan is possible only from the beginning of the next billing month.
 - d) any changes to the subscription will be reflected in the VAT invoice issued in the next billing month.
4. Subscription rules for the annual model:
- a) the rules for modifying the annual subscription plan and the number of licenses are identical to the rules of the monthly model.
 - b) any changes to the subscription plan are settled immediately, which entails the Service Provider's obligation to issue an updated VAT invoice reflecting the modifications made.
5. All payments, both recurring (subscription) and one-time, are final and non-refundable once the transaction has been made. The Service Recipient accepts that a fee once paid, regardless of its nature, is non-refundable, irrespective of the degree to which the services were used in the given billing period, subject to § 11(1) and to termination of the Agreement for reasons attributable to the Service Provider.
6. Use of the full scope of the Services is subject to a fee. The Service Provider offers the Start, Biznes, Premium, and Enterprise Packages. The scope of the Packages and the Additional Services are set out in Appendix No. 1 to the Terms of Service, and the prices of Packages and Additional Services are set out in the price list available on the Service Provider's website and in the Proplanum Service. The terms of the Enterprise Package, including the guaranteed service level (SLA), are agreed in an individual offer.
7. The trial period referred to in § 5(3) is available to each new Service Recipient once.
8. The fee for the services is calculated on the basis of the selected Package, taking into account the number of Licenses and the rate specified for the given Package. The fee is payable in advance for the entire period of activation of the service.
9. The Service Recipient receives an electronic invoice, on the basis of which it is obliged to make payment within 10 days of its receipt.
10. The standard payment method is Stripe. In exceptional cases, after prior arrangement with Proplanum, another form of payment may be used.
11. Failure to pay the amount due within the period specified on the invoice results in access to the Services being blocked. The Service Recipient will be informed of the blocking and requested to settle the outstanding amount.

12. Making the payment within 14 days of access being blocked results in access being restored. Failure to settle the outstanding amount within the specified period entitles the Service Provider to delete the Service Recipient's account and all Users associated with it.
13. Changes to the price list are announced on the website of the Proplanum Service. A change to the price list does not affect the terms of agreements already concluded until they are renewed.
14. To ensure that invoices are issued correctly, the Service Recipient is obliged to provide accurate and up-to-date data, including first name and surname, company name, residential/registered office address, NIP (tax ID), and e-mail address.
15. The Service Recipient uses the Package within the scope set out in Appendix No. 1 in the wording in force on the date on which the Agreement was concluded or last renewed. A change to the scope of a Package to the detriment of the Service Recipient, in particular the removal from a Package of a functionality listed in Appendix No. 1, does not apply to Agreements in force on the date of the change until they are renewed. New functionalities added to a Package are made available to the Service Recipient without a change in the price of the Package. Renewal of the Agreement means the start of the next billing period paid in advance; for an agreement concluded on the basis of an individual offer (§ 5(8)), renewal is governed by that agreement.
16. Additional Services listed in Appendix No. 1 are provided at the Service Recipient's order and are settled separately from the fee for the Package, in accordance with the price list or an individual offer. Sections 9 and 10 apply accordingly to payments for Additional Services.

§ 8. Intellectual Property Rights

1. All intellectual property rights related to the Proplanum Application, including copyrights, trademarks, patents, industrial designs, and know-how, belong exclusively to the Service Provider. Use of the Proplanum Application by the Service Recipient is limited to the scope and terms set out in the Terms of Service and is permitted within the limits of permitted use.
2. Upon conclusion of the Agreement, the Service Provider grants the Service Recipient a non-exclusive, non-transferable, and territorially unlimited license to use the Proplanum Application. This license is valid for the term of the Agreement and authorizes the use of the Proplanum Application solely in accordance with its intended purpose and the functionalities specified by the Service Provider.
3. The Service Recipient is not entitled to make any changes, modifications, translations, or adaptations of the Proplanum Application, or to rent, lease, sublicense, sell, reverse engineer, decompile, or disassemble it. Any attempt to undertake the above-mentioned actions requires the prior written consent of the Service Provider.

4. A breach of the license terms, including unauthorized use of the Service Provider's intellectual property, may lead to the immediate termination of the Agreement without notice and to the Service Provider taking appropriate legal steps, including blocking access to the Service Recipient's account and deleting or anonymizing the data collected in the course of providing the Services.
5. The Service Provider declares that it holds all the necessary copyrights and intellectual property rights to the Proplanum Application and its components, which enables it to grant the license in accordance with the terms of the Agreement. In the event of third-party claims alleging infringement of their intellectual property rights, the Service Provider will take appropriate steps to defend the rights of the Service Recipient, including joining the court proceedings as a defendant or as an intervening party, and will cover the damages determined by a final court judgment or by a settlement, provided that the Service Provider has consented to the content of that settlement.
6. The name and logo of the Proplanum Application are protected by law and are the property of the Service Provider. Their use by the Service Recipient is permitted solely within the scope allowed by the Terms of Service and after obtaining the prior written consent of the Service Provider.
7. All works supplied by the Service Provider in the course of providing the services, including texts, graphics, logos, icons, images, photographs, audio and video files, data files, presentations, and software, are the subject of the Service Provider's copyrights and are covered by the provisions of the Terms of Service. The Service Recipient acquires licenses to these works solely to the extent necessary to use the Proplanum Application and the Services.

§ 9. Complaint Procedure

1. The Service Recipient has the right to submit a complaint in the event of improper provision of the Services by the Service Provider, inconsistent with the terms of the Agreement. A complaint may be submitted by e-mail to: info@proplanum.com or in writing to the Service Provider's address.
2. Complaints may be submitted no later than 14 days from the day on which the Service Recipient noticed the problem. Complaints submitted after this period will not be considered, unless the delay is due to reasons beyond the Service Recipient's control.
3. A complaint must include:
 - a) full data identifying the Service Recipient, including at least the e-mail address used in the Proplanum Application;

- b) the name and version of the operating system and web browser used by the Service Recipient at the time the problem occurred;
 - c) a detailed description of the problem, including the date and time of its occurrence, the circumstances, and, where possible, the content of any error messages.
- 4. The Service Provider undertakes to consider the complaint within 14 business days of its receipt, with the reservation that the incompleteness of the information required under section 3 above may extend this period.
- 5. The Service Recipient will be informed of the outcome of the complaint by e-mail to the address given in the complaint or by a message in the Proplanum Application.
- 6. If the complaint is upheld, the Service Provider will make every effort to remedy the identified irregularities as soon as possible.
- 7. The Service Provider is not liable for damage resulting from the actions of the Service Recipient or from events beyond the Service Provider's control, including cases of Force Majeure. The Service Provider's liability is limited to the actual amount of the damage incurred and does not cover lost profits.
- 8. If the complaint is rejected, the Service Recipient has the right to resubmit it within 7 days of receiving the response, provided that additional information or evidence is provided in support of the complaint.

§ 10. Processing of Personal Data

- 1. The Service Provider processes Users' personal data solely for purposes related to the provision of the Services. The processing covers the data necessary for the operation of the Proplanum Application and the Proplanum Service, such as first name, surname, e-mail address, telephone number, IP address, data concerning employment, working time, absences, and leave, location data at the time of working time registration (if the Service Recipient enables this feature), and other categories of data entered by the Service Recipient. Within the territory of Poland, the fingerprint working time registration feature is disabled and the Service Provider does not process Users' biometric data.
- 2. The Service Recipient, as the controller of Users' personal data, declares that it has a legal basis for processing the data entered into the Proplanum Application, in particular Article 6(1)(b) and (c) GDPR in conjunction with the provisions of labor law, and bears responsibility for the lawfulness of its processing.
- 3. The Service Provider undertakes to implement and maintain appropriate technical and organizational measures ensuring the protection of personal data, including pseudonymization

and encryption. Access to the data is granted only to authorized persons who have been trained in data protection in accordance with the requirements of the GDPR.

4. The Service Recipient entrusts the Service Provider with the processing of personal data on the terms set out in the Data Processing Agreement. The Data Processing Agreement is not an appendix to the Terms of Service and is not published; the Service Provider makes its content available to the Service Recipient when the Registration Request is submitted or provides it for signature. If the Parties have agreed a data processing agreement in a different wording, that agreement takes precedence over the Service Provider's template.
5. The Service Recipient grants the Service Provider general authorization to engage the sub-processors listed in the appendix to the Data Processing Agreement. The Service Provider informs the Service Recipient electronically of any intended addition or replacement of a sub-processor at least 14 days in advance. Within this period, the Service Recipient may raise a reasoned objection; if the Parties do not agree on a solution within 30 days, the Service Recipient may terminate the Agreement with effect from the end of the billing period.
6. Personal data processed in the Proplanum Application is stored within the European Economic Area. Data may be transferred to a third country only in compliance with the requirements of Chapter V of the GDPR, on the terms described in the Data Processing Agreement and the Privacy Policy.
7. The Service Provider undertakes to inform the Service Recipient without undue delay of any personal data breaches and to take the necessary steps to minimize the risks and consequences of such breaches.
8. The Service Provider supports the Service Recipient in fulfilling its obligations under the GDPR, including in responding to requests from data subjects concerning access to their data and its rectification, erasure, or restriction of processing.
9. The Service Provider allows audits and inspections to be carried out by the Service Recipient or an authorized auditor with regard to the processing of personal data, cooperating in demonstrating compliance with the applicable legal provisions.

§ 11. Final Provisions

1. The Service Provider reserves the right to amend the Terms of Service. Such amendments may be made for various reasons, including legal or technological reasons or in order to improve the quality of the Services provided. Service Recipients and Users will be informed of any amendments to the Terms of Service through the Proplanum Service and by e-mail sent to the address provided at registration. Amendments take effect 14 days after their publication in the Proplanum Service, unless a different effective date is expressly indicated. If the Service Recipient

does not accept the amended Terms of Service, it may lodge an objection within 14 days of receiving the notification of the amendments, which leads to termination of the Agreement upon expiry of the current Package. In such a case, the Service Recipient retains the right to export its data and receives a refund of the unused part of the fees. Failure to lodge an objection within the specified period constitutes acceptance of the new Terms of Service.

2. The Service Provider limits its liability to damage caused willfully, in particular with regard to the provision of electronic services to entrepreneurs. The Service Provider's liability under the statutory warranty for defects is excluded.
3. The Service Recipient undertakes not to place in the Proplanum Application, the Mobile Application, or the Proplanum Service any data or information that is contrary to the law or infringes the rights of third parties. In the event of third-party claims relating to such data or information, the Service Recipient releases the Service Provider from liability and undertakes to remedy any damage.
4. The Service Provider may identify the Service Recipient as its customer, including by using its name or trademark, only with the Service Recipient's separate consent expressed in documentary form.
5. In matters not regulated by the Terms of Service, Polish law applies.
6. The Service Provider and the Service Recipient will resolve disputes arising from the performance of the provisions of the Terms of Service amicably. If no agreement is reached within 30 days of one party calling on the other to negotiate, the dispute will be submitted for resolution to the common court having territorial jurisdiction over the Service Provider's registered office, unless mandatory provisions of law designate a different court.
7. The Terms of Service are permanently available on the Proplanum website and in the Proplanum Application, in a manner that allows Service Recipients and Users to print, save to a storage medium, or download them.
8. The Terms of Service in this wording (version of 29 September 2026) apply from the date of their publication in the Proplanum Service; for Service Recipients who concluded the Agreement earlier, the amendments take effect on the terms set out in section 1. Appendix No. 1 "Scope of Packages and Additional Services", which has its own version number and date, forms an integral part of the Terms of Service. Appendix No. 1 is amended in accordance with section 1, except that functionalities may be added to a Package with effect from the date of publication of the new version of Appendix No. 1; the version of Appendix No. 1 binding on the Service Recipient is determined in accordance with § 7(15). The Data Processing Agreement is not an appendix to the Terms of Service (§ 10(4)).