

## Regulations of service provision of electronic invoicing

### § 1 Subject

- 1.1. The Regulations set out the rules for the provision of electronic invoicing services, which are services provided electronically within the meaning of Article 8(1)(1) of the UDE by entities belonging to the AlphaNet to Customers.
- 1.2. The Service Provider provides Services consisting, in particular, of support of the process of invoicing and bookkeeping by the Customer and support of warehouse handling, by providing the Customer with tools that enable the creation of documents, collection and processing of data and generation of data, to the extent and under the conditions specified in the Subscription Plan selected by the Customer.
- 1.3. The Regulations on equal and analogous terms set out the conditions for the provision of electronic services by the following entities:
  - (i) AlphaNet Spółka z o. o., ul. Małobądzka 4a, 41-214 Sosnowiec, entered in the Register of Entrepreneurs by the District Court Katowice-Wschód in Katowice, 8th Commercial Department of the National Court Register under the number 0000213297, NIP: 6443186165;
  - (ii) the Customer, who is defined in the Order form:
- 1.4. Unless otherwise provided for in the Agreement, the Services are provided by the entity referred to in Paragraph. 1.3(i) above. Subject to para. 1.6 below AlphaNet reserves the right to provide the Services through an entity other than the one indicated in para. 1.3(i) above, taking into account the specifics of the order and other special circumstances determined by the parameters of the order or the Service. The selection of the entity that is the Service Provider shall be determined considering the criterion of location, the scope of subject matter of the entities referred to in para. 1.1 above and the individual needs of the Customer.
- 1.5. Subject to paragraph. 1.5 below The Customer, concluding the Contract under the terms of the Regulations, is informed via electronic means about the entity with which he has concluded the service. The information referred to in the preceding sentence may also be generated and transmitted to the Customer automatically. The information referred to in the preceding sentences should be communicated to the Customer in a clear, understandable and unambiguous manner.
- 1.6. In a situation where the Services are provided by the entity referred to in paragraph. 1.3(i) above may be waived from providing the Customer with the information referred to in para. 1.4 above. In the absence of information to the contrary, it is presumed that the Service is provided before the entity referred to in para. 1.3(i) above.
- 1.7. The entities referred to in paragraph. 1.1 above undertake to provide the Services on identical terms, conditions and of equal standard, in order to ensure that the Services are provided to the Customer electronically under the terms and conditions specified in the Regulations.
- 1.8. In matters not regulated in the Regulations, the provisions of generally applicable Polish and European law shall apply, in particular the provisions of the UDE.

### § 2 Glossary

- 2.1. Whenever the following definitions or phrases are used in the Regulations, they shall be given the meaning indicated below:
  - (i) **Application** - a version of the Service provided by the Service Provider as a native application designed for Mobile Devices or for other End Devices with a suitable operating system for accessing the | Service,
  - (ii) **Price List for Services** - means the document containing information on the applicable Subscription Fees applied by the Service Provider, which are indicated on following page <https://www.fakturasmart.pl/co-to> ;
  - (iii) **SLA Document** – where applicable, means the document setting forth the service provider's obligations with respect to the quality standards of the Services provided by the service provider, constituting Appendix on these Regulations;

- (iv) **Civil Code** - means the Civil Code of April 23, 1964 (Journal of Laws 2023.1610 t.e.f. 2023.08.14);
- (v) **Consumer** - a natural person who enters into an Agreement with a service provider for a purpose not directly related to his/her business or professional activity, being a consumer within the meaning of Article 22<sup>1</sup> of the Civil Code;
- (vi) **"Documents Management" Module**: an optional service to the Electronic Invoicing Service with which the customer can create management documents divided into sales documents (quotation, sales order, DDT, proforma) and purchase documents (purchase order). This module offers the possibility of linking these management documents within a workflow starting with the quotation and ending with the electronic invoice.
- (vii) **"Collections and Payments" Module**: an optional service to the Electronic Invoicing Service that offers the Customer additional features to manage collections and payments relating to individual instalments of an invoice, as well as incoming and outgoing transactions associated with it.
- (viii) **Subscription period** - means the period, chosen by the Customer when ordering, in which the Service Provider settles the remuneration for the Services provided to the Customer;
- (ix) **Subscription Fee** - means the amount paid in advance and in accordance with the applicable Price List for the use of Services provided by the Service Provider under the Agreement;
- (x) **Subscription Plan or Plan** - a variant of access to the Services specified in the Price List of Services, separated in terms of functionality and price;
- (xi) **Telecommunications Law** - means the Telecommunications Law of July 16, 2004 (Journal of Laws 2024.34 i.e. of 2024.01.10)
- (xii) **Pro forma** - a document issued by the Service Provider prior to the payment of the Subscription Fee by the Customer and forming the basis for its payment.
- (xiii) **Rules and Regulations** - means these Rules and Regulations together with all appendices, if any;
- (xiv) **Service** - a service available through the Website <https://www.fakturasmart.pl> or Application, operated and administered by the Service Provider. The Site is intended for Customers and enables them to use the Services provided by the Service Provider. Whenever the Regulations refer to the Site, it shall also mean the software including the graphical interface and integrated databases, installed and operating on the Service Provider's servers;
- (xv) **Technical Specification of the Services** - means the document setting out the technical specification of the Services with the parameters and technical conditions for the provision of the Services covered by the Agreement viewable in the website <https://www.fakturasmart.pl> ;
- (xvi) **Parties** - means collectively the Service Provider and the Customer. Reference to a Party in the singular number means either of the Parties;
- (xvii) **uDE** - means the Act on Providing Services by Electronic Means of July 18, 2002 (Dz.U.2020.344 t.j. of 2020.03.03).
- (xviii) **Agreement** - means a contract for the provision of Services, concluded or to be concluded between the parties, the integral components of which are: Regulations, SLA Document, Technical Specification of Services and Price List of Services;
- (xix) **PDPA** - means the Personal Data Protection Act of May 10, 2018. (Journal of Laws 2019.1781 t.j. of 2019.09.19);
- (xx) **PCA** - means the Act of May 30, 2014 on consumer rights (Journal of Laws 2023.2759 t.j. of 2023.12.22.);
- (xxi) **Services** - means the services referred to in paragraph. 3.1 Regulations provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient of the service, sent and received by means of devices for electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or transmitted by means of a telecommunications network within the meaning of the Telecommunications Law;
- (xxii) **Additional Services** - means any newly launched services, the provision of which by the Service Provider began during the term of the Agreement as a result of the annexation of the Agreement;

- (xxiii) **Customer** - means a natural person, legal person or organizational unit referred to in Article 33<sup>1</sup> of the Civil Code, who uses the Service, concluded the Agreement or on whose behalf the Agreement was concluded, having a registered office or address of residence in the Republic of Poland;
- (xxiv) **Service provider** - means one of the entities referred to in paragraph. 1.1 Regulations, which has entered into a Contract with the Customer, providing Services to the Customer;
- (xxv) **Order** - means the expression of the Customer's will to use the Services, regardless of the form in which it is made, specifying the ordered package of Services, the subject of the Services requested, the time and place of the Services and the e-mail address of the Customer.

### § 3 Provision of services

- 3.1. The Regulations apply to the provision of the following services electronically by the relevant Service Provider:
  - (i) access to the Service,
  - (ii) Supporting the invoicing process,
  - (iii) Supporting the Customer's accounting process,
  - (iv) Warehouse service support,
  - (v) Providing the Customer with tools to create documents, collect and process data, and generate data, to the extent and under the conditions specified in the Subscription Plan selected by the Customer.
- 3.2. Services may be provided to the Customer both individually and collectively, as part of a package of services. The scope of cooperation of the Parties shall be determined by the Agreement, in accordance with the Order of the Customer.
- 3.3. The launch of the service may be preceded by verification of the Customer's data indicated in the Order, including a request for the submission of originals or certified copies of documents confirming the authenticity of the data indicated in the Order.

### § 4 [Placing Orders]

- 4.1. By placing an Order through the Site, the Customer declares that the information contained therein is, to the best of his/her knowledge, factually correct and up-to-date as of the moment of placing the Order. At the same time, the Customer agrees to promptly update the information provided either in the Order or otherwise, as well as to supplement it and provide new information in the event of circumstances previously unknown.
- 4.2. By placing an Order, the Customer declares that he has read and accepts the provisions contained in the Regulations, the Technical Specification for Services and the Price List for Services.
- 4.3. By placing an Order, the Customer, who is a Consumer, declares that he has familiarized himself with the rights set forth in the PCA.
- 4.4. By entering into the Contract, the Customer who is a Consumer may agree to begin providing the Services before the expiration of the fourteen-day period for withdrawal from the Contract.
- 4.5. Subject to paragraph 4.3 below, the Service Provider reserves the right to launch services only after the Subscription Fee has been paid by the Customer.
- 4.6. The provisions of paragraph 4.3. do not apply to Contracts concluded with the Consumer in cases indicated in the PCA.
- 4.7. The Order may be placed at the User's option in the form indicated by the Service Provider in the form on the Service Provider's website. If the Order is placed by a Consumer, the Order should contain, in addition, the statements referred to in paragraphs 4.3 and 4.4 below.
- 4.8. The Service Provider shall not be liable for any adverse consequences of the Customer arising out of or in connection with the provision of the Services, if the irregularities or adverse consequences arising resulted from the Customer's omission or failure to

comply with the obligations referred to in this paragraph. In particular, but not exclusively, the Customer may not claim compensation or damages from the Service Provider for damage caused by the failure to perform actions that the Customer himself was obliged to perform.

- 4.9. By placing an Order, the Customer declares that he is authorized to conclude the Agreement. The conclusion of the Contract on behalf of a third party requires the submission of a power of attorney, granted in writing.
- 4.10. The Customer represents that any unique access data provided to him by the Service Provider in the performance of the Agreement, based on the Service Provider's innovative technologies, enabling him to log in to the administrator interface, as well as to manage the running Services, will be used by the Customer only for the intended purpose and with due diligence. In the event of security incidents that may jeopardize the confidentiality of the data or the Service Provider's ICT system, the Customer remains entitled to modify the received access data on its own.
- 4.11. By placing an Order, the Customer further represents that:
- (i) agrees to conclude the Agreement electronically and to provide the Services electronically;
  - (ii) consents to the processing of personal data by the Service Provider in accordance with the provisions of the PDO, solely for the purpose of executing the concluded Agreement, including the processing of such data in the future, also in terms of making payments for the Services through specialized entities, as well as the transfer of such data to other entities, if this is necessary for the execution of the Agreement and the collection of the resulting debts;
  - (iii) has been informed of the right to access and correct his personal data, to request the cessation of its processing and to object to its processing;
- 4.12. Notwithstanding the statements referred to in paragraph. 4.10 above The Customer may further declare that he/she agrees to receive from the Service Provider or the ARUBA Group commercial information and information about changes in the provision of services by the Service Provider or the ARUBA Group.

## § 5 Conclusion of Agreement

- 5.1. The use of Services available through the Site requires the Customer's registration with the Site (creation of an Account), and in the case of paid Services - in addition, payment of a Subscription. Registration on the Site is tantamount to the Customer's acceptance of the provisions of the Regulations and the Customer's obligation to abide by them. Upon registration on the Site, the Customer further declares that he/she has familiarized himself/herself with the Privacy Policy and the rules indicated therein for processing of personal data by the Service Provider in connection with the use of Services provided through the Site.
- 5.2. During the registration process on the Website, the recipient is required to provide an electronic mail address (e-mail) and password. The recipient could be obliged to verify the e-mail address. If the address is not verified within 14 (in words: fourteen) days, counting from the day following the day of the Customer's registration on the Site, the Service Provider reserves the right to block the Customer's access to the Account until the Customer verifies the e-mail address, or to restrict the Customer's access to Services provided through the Site.
- 5.3. In the case of Customer who are legal persons or organizational entities which are not legal persons and which are granted legal capacity by a separate act, registration on their behalf may be made only by a person authorized to represent the Customer to the extent authorizing to conclude and perform the Agreement. Registration on the Site is tantamount to the submission of a statement by the person representing the Customer confirming the fact of his authorization to conclude the Agreement for and on behalf of the Customer. In case of discrepancy of the statement with the facts, the Customer may take any steps provided by law or the Regulations against that person and refuse to provide the Services.
- 5.4. Immediately after completing the registration process, the User is obliged to complete the Customer's data assigned to the Account on the Site, by indicating at least: name and surname or company name and address of residence or registered office.
- 5.5. The Service Provider provides Services on the basis of the Agreement concluded with the Customer.

- 5.6. The Contract may be concluded in writing, by means of electronic communication, in documentary form with the acceptance of this Agreement prior the completion of the Order.
- 5.7. The Agreement shall be deemed to have been concluded at the time of its signing or at the time the Service is launched, whichever occurs first.
- 5.8. In the case of Contracts concluded with Customers who are Consumers, the Contract is concluded by using one of the following modes:
- (i) by the Service Provider proceeding to provide the Services after the Order has been placed and the Service Provider has confirmed its receipt;
  - (ii) By concluding the Agreement in documentary form.
- 5.9. Unless the provisions of the Agreement provide otherwise, the Agreement is billed in the Subscription Periods indicated in the Price List for Services.
- 5.10. The conclusion of the Contract is confirmed by the issuance of a Pro forma document or invoice by the Service Provider, which includes the Subscription Fee for the first Subscription Period, in the amount according to the Price List for Services.
- 5.11. In the case of Contracts concluded with a Consumer, after the Order has been placed, and prior to the commencement of the Service, the Service Provider shall provide the Customer with a confirmation of the conclusion of the Contract by e-mail; the confirmation shall include: Regulations, Technical Specification of Services, Price List of Services, and information about the Customer's consent referred to in para. 4.2 Regulations.
- 5.12. When, for the Order made, the Service Provider remains the company referred to in paragraph. 1.3(i) Regulations, the launch of services may take place:
- (i) not earlier than when an order is placed, the acceptance of which shall be promptly communicated to the Customer via e-mail, provided that the Order was placed correctly; or
  - (ii) not earlier than the approval by the Service Provider of a correct and complete Order submitted by the Customer - when the Order submitted by the Customer in the original version was incomplete or defective.
- 5.13. If the Service Provider remains an entity other than the one indicated in paragraph. 5.11 above, the launch of the Service may take place:
- (i) not earlier than when the Order is placed, the acceptance of which is immediately communicated to the Customer via e-mail, unless the Customer immediately submits a statement of cancellation of the Agreement, provided that the Order was correctly placed;
  - (ii) not earlier than the approval by the Service Provider of a correct and complete order placed by the Customer - when the Order placed by the Customer in the original version was incomplete or defective.

## § 6 Rights and Obligations of the Parties

- 6.1. Under the Agreement, the Service Provider agrees to provide the Customer with continuous access to the Services ordered and paid for by the Customer, and the Customer agrees to make the Subscription Fees within the time limits provided for.
- 6.2. The parties also undertake to perform all other obligations, as specified in the Agreement, Regulations, Technical Specifications of Services, Price List of Services.
- 6.3. By entering into the Agreement, the Customer agrees to:
- (i) to provide current, authentic data and to promptly update such data;
  - (ii) use of the Services in accordance with the rules set forth in the Agreement, the Regulations, as well as by generally applicable laws, rules of social intercourse;
  - (iii) use the Services in a manner that does not violate the rights of third parties (in particular, personal rights and copyrights);
  - (iv) not to attempt to obtain the access data of other Customers;

- (v) Cooperate in combating the unlawful actions of third parties to whom the Customer makes the Services available, in particular, to disclose, at the request of the competent public authorities, the data enabling the identification of the third party;
  - (vi) inform the Service Provider of circumstances that may affect the performance of the Contract;
  - (vii) current familiarization with the changes introduced by the Service Provider to the Regulations.
- 6.4. Responsibility for the correctness, timeliness, completeness and legality of the data entered on the Site rests with the Customer. The Service Provider does not control the correctness, manner and type of data entered by the Customer and shall not be liable if the Customer presents an erroneously generated or based on erroneous data document generated through the Site to the tax authorities.
- 6.5. The Customer shall be held fully responsible for the manner of use of the Services contrary to the provisions of the Regulations or generally applicable law.
- 6.6. In the event that the Service Provider receives official notification of the unlawful nature of the data stored by the Customer on the server, the Service Provider has the right to prevent access to such data, and to block the provision of Services. In connection with the aforementioned action, the Service Provider shall not be liable to the Customer for any damage resulting from the prevention of access to such data.

## **§ 7 Validity and Amendment of the Agreement**

- 7.1. The Service Provider shall provide the Services for the Subscription Period specified in the Agreement.
- 7.2. In the event of choosing the tacit renewal option the Agreement shall be transformed into an Agreement for an indefinite period of time, unless the Customer submits, no later than one month before the expiration of the Subscription Period for which the Agreement was concluded, a written statement of termination of the Agreement. Payments under the Agreement for an indefinite period should be made in annual subscription periods, unless otherwise agreed by the Parties.
- 7.3. During the last month of a paid Subscription Period or after the beginning of a new Subscription Period, the Service Provider will issue to the Customer an invoice covering the Subscription Fee for the next Subscription Period. For the Subscription Fee, the provisions of § 8 Regulations shall apply accordingly.
- 7.4. The amendment or supplement to the Price List of Services related to the automatic renewal of the Agreement in the case of a Customer who is a Consumer requires the consent of the Consumer, expressed in accordance with the rules applicable to the conclusion of the Agreement. Failure of the Consumer to give consent before the end of the paid Subscription Period, means that the Agreement is not extended and the Service Provider is entitled to terminate the Agreement with immediate effect and stop providing the Services.
- 7.5. Failure by the Customer to terminate the Agreement before the expiration of the previous Subscription Period for which the Agreement was concluded and failure to pay the fee for the next Subscription Period within the period indicated in the Pro forma invoice or the invoice referred to in Paragraph. 7.2 above, entitles the Service Provider to suspend the provision of Services until the Customer has paid the due Subscription Fee. In the case referred to in the preceding sentence, the Service Provider shall call on the Customer to pay the Subscription Fee due within seven (7) days of receipt of the advice.
- 7.6. During the periods of the Agreement, a change in the content or scope of the Services provided may take place only as a result of a mutual declaration of will of the Parties, expressed in a written annex to the Agreement concluded by the Parties.

## **§ 8 Payment**

- 8.1. The Service Provider's remuneration for the Services performed for the Customer consists of the fees under the Agreement. The Customer shall pay the remuneration in accordance with the provisions of the Contract or the Price List for Services.

- 8.2. The basic fee under the Agreement is the Subscription Fee, which is compensation for the Customer's ability to use the Services. In particular, it does not include the cost of obtaining Internet access, telecommunications fees, the cost of acquiring hardware, software, computer system configuration, the cost of purchasing a custom domain or web design.
- 8.3. By completing the Order, the Customer accepts the Price List for Services located on the Service Provider's website. The Price List of Services, as an integral part of the Contract, is an substantial part to the Contract.
- 8.4. Unless otherwise indicated in the Price List for Services, the prices or fees indicated in the Price List for Services are net amounts. The remuneration paid by the Customer is additionally increased by the value added tax rate in the amount specified by the relevant provisions of the generally applicable tax law.
- 8.5. The Customer is obliged to pay the price also for the Services, which were used after exceeding the transfer limit established for the Services and within the framework of which he used the server resources beyond the parameters specified in the Technical Specifications of Services. The Service Provider is then entitled to issue a Pro forma invoice to the Customer, covering the additional transfer limit in the amount projected until the end of the Subscription Period or in the amount of the actual server load.
- 8.6. It is permissible to change the Price List of Services during the Subscription Period, with the proviso that a change in the Price List of Services after payment of the Subscription Fee by the Customer shall not affect the amount of the Subscription Fee payable to the Service Provider until the end of the paid Subscription Period.
- 8.7. If, before placing an Order, the Customer has doubts about the content of the Service Provider's offer or, in his/her opinion, the offer needs to be clarified, the Customer may prepare and send an inquiry for this purpose to the Customer Service Department, operating within the structures of the Service Provider.
- 8.8. The subscription fee for a given Subscription Period is payable in advance.
- 8.9. In the course of the Subscription Period, the Customer may request a change of the Subscription Period before its expiration with effect for the next Subscription Period.
- 8.10. The subscription fee is payable on the basis of a Pro forma document issued by the Service Provider and sent to the email address of the Customer indicated in the Order.
- 8.11. Upon payment of the Subscription Fee by the User in accordance with the Pro Forma document sent, the Service Provider shall promptly issue and deliver an invoice to the Customer.
- 8.12. The Customer, by entering into the Agreement, agrees to receive invoices electronically.
- 8.13. The Customer shall pay the Subscription Fee within fourteen (14) days from the date of receipt of the invoice or Pro Forma document to the bank account indicated in such invoice, indicating the title of the payment in no uncertain terms.
- 8.14. If the delay in payment of the Subscription Fee exceeds fourteen (14) days, the Service Provider is entitled to suspend the Services and charge an additional operating fee of ten percent (10%) of the Subscription Fee. If the delay in payment of the Subscription Fee exceeds thirty (30) days, the Agreement shall be immediately terminated for reasons attributable to the Customer, which is equivalent to discontinuation of the Services. The Service Provider is then authorized to delete the configuration of the Customer's Services, the accounts created by the Customer, and any data stored within those accounts.
- 8.15. Provision of the ordered Services shall commence upon receipt of the agreed and identifiable payment for the Services to the Service Provider's bank account indicated on the invoice or Pro Forma document.
- 8.16. All costs incurred by the Customer for making payments, including both those resulting from the chosen payment method and those arising from the Customer's negligence and mistakes, shall be borne solely by the Customer. This applies, in particular, to costs accompanying domestic and international wire transfers made by traditional means or online, online payments by credit or debit cards, postal orders, as well as payments mistakenly made to a bank account other than the one indicated in the invoice.
- 8.17. The customer has the right to request correction of the issued Pro forma document whenever it is erroneous or inconsistent with the facts.

- 8.18. Subject to para. 8.18 below, the Subscription Fee paid by the Customer who is not a consumer shall be indivisible and non-refundable in the event of termination, termination or expiration of the Agreement by the Customer for reasons attributable to the Customer.
- 8.19. However, the Subscription Fee paid is refundable in the following cases:
- (i) termination of the Agreement by the Service Provider for reasons attributable to the Service Provider;
  - (ii) termination of the Agreement by the Customer who is a Consumer;
  - (iii) submission by the Customer who is a Consumer of a statement of withdrawal from the Agreement within fourteen (14) days from the date of conclusion of the Agreement.
- 8.20. Subject to para. 8.20 below The Subscription Fee is refundable in part, in proportion to the time the Service Provider has provided the Services to the Customer during the Subscription Period.
- 8.21. If the Agreement stipulates that the Customer who is a Consumer does not consent to the commencement of the Services before the expiration of the withdrawal period, the Subscription Fee shall be refunded in full.

## § 9 Service Management

- 9.1. Subject to paragraph. 9.1 below, the Service Provider shall make available to the Customer administrative tools for remote management of the Services.
- 9.2. Depending on the package of Services and the specifics of the selected Services, the Service Provider provides the Customer with the possibility of using administrative tools for:
- (i) Management and configuration of the Services;
- 9.3. Administrative tools can be accessed via a web browser, after providing individual access data of the Customer.
- 9.4. The Service Provider shall not be liable for the negative consequences of the use of administrative tools by third parties if it occurs for reasons attributable to the Customer, in particular, as a result of the transfer of access data by the Customer to a third party, subject to section 9.5 below.9.4 below.
- 9.5. If the Customer is a Consumer, the Parties shall be liable under the provisions of the Civil Code and other relevant legislation, normalizing relations between entrepreneurs and consumers, in particular, the provisions of the PCA.

## § 10 Service Interruption

- 10.1. The Service Provider has the right to indefinitely block the use of part or all of the Services by the Customer and the right to block the use of certain databases, scripts, email and http services, without prior notice, in the case of:
- (i) causing overloading of the server or other infrastructure components;
  - (ii) the occurrence of a high probability of significant deterioration in the quality of services provided by the Service Provider to other Customers;
  - (iii) the occurrence of a high probability of causing a failure by the Customer;
  - (iv) Publish or share content that is contrary to generally applicable laws;
  - (v) Publish or share content that violates the rights of third parties, including, in particular, property copyrights;
  - (vi) use by the Customer of the Service to disseminate Spam messages.
- 10.2. In the case of a Customer who is a Consumer, the Service Provider shall notify the Customer of its intention and the reason for proceeding with the actions specified in paragraph. 10.1 above and shall set a period of not less than seven (7) days for the Customer to cease violations. Upon ineffective expiration of the period referred to in the preceding sentence, the Service Provider shall remain entitled to apply the measures referred to in para. 10.1 above.

- 10.3. In the cases referred to in paragraph.10.1 above, the Customer has the right to appeal against the Service Provider's decision within fourteen (14) days of its issuance. The Service Provider shall allow the appeal if the Customer proves that the circumstances referred to in paragraph 1.i-vi above did not occur or occurred for reasons beyond the control of the Customer. The provisions [ - ] of the Regulations shall apply accordingly.
- 10.4. If the activities referred to in paragraph. 10.1 above cause damage to the Service Provider, the Service Provider has the right to assert claims on general principles.
- 10.5. The Service Provider shall deactivate the Customer's ability to use all or part of the Services if it determines that the Customer has ceased to commit the violations referred to in 10.1 above. Unblocking may take place at the request of the Customer.

## § 11 Downtime

- 11.1. The Service Provider reserves the right to planned downtime of the Services, under the terms and conditions specified in this paragraph.
- 11.2. Downtime represents the time required to perform necessary software security updates and maintenance work, repair or replacement of equipment and other technical devices.
- 11.3. The Service Provider shall have the right to implement downtime in any situation where it is necessary or desirable to ensure the stability and maintenance of the Services, as well as to update the ICT system in order to achieve the objectives referred to in paragraph. 11.1 above.
- 11.4. The Service Provider undertakes to notify the Customer of an outage that is planned by the Service Provider at least 24 hours before the outage begins.
- 11.5. The notice referred to in 11.3 above may be made by publishing information about the planned outage on the website of the Service Provider.
- 11.6. The service provider will, as far as possible, carry out staging work during the period of least traffic, which means mainly night, weekends or holidays.
- 11.7. The Customer shall not be entitled to a reduction of the Subscription Fee for the downtime. To the fullest extent permissible under the provisions of generally applicable Polish or European law, the Customer waives any claim for damages against the Service Provider for the downtime.

## § 12 Liability of the Parties

- 12.1. The Service Provider shall be liable for non-performance or improper performance of the Service resulting from willful misconduct or gross negligence, unless the non-performance or improper performance is a consequence of circumstances for which the Service Provider is not responsible.
- 12.2. The Service Provider shall not be liable for any damages incurred by the Customer as a result of loss of data or delay in receiving or transmitting data due to lack of transmission, incorrect transmission, delays or interruptions in the provision of the Services, especially due to circumstances such as:
  - (i) causes of force majeure nature;
  - (ii) Failure or occupation of telecommunications links;
  - (iii) Circumstances caused by the fault of the recipient, such as due to the failure of the recipient's hardware or software;
  - (iv) Circumstances arising as a result of failure to comply with the Regulations or the law;
  - (v) actions of third parties;
  - (vi) providing false or incomplete data when completing the Agreement;
  - (vii) other causes beyond the Service Provider's control.

- 12.3. The Service Provider shall not be liable for damages consisting of loss of benefits by the Customers.
- 12.4. The Service Provider is not responsible for the content and data collected and transmitted by the Customer and does not exercise any control over the activities of the Customer in the indicated scope.
- 12.5. The Service Provider shall not be liable for any violations of the law committed by the Customer in the course of using the Services.
- 12.6. The customer shall be liable to the service provider in the event that a third party makes a claim against the service provider for the use of services provided by the service provider by the customer or persons authorized by the customer.
- 12.7. The recipient is obliged not to transmit and store in the disk space of the service provider's devices content that violates applicable laws, in particular, content that is racist, fascist, promoting violence, inciting hatred on religious, racial, religious and political grounds, as well as pornographic material and inciting violence.

### § 13 Complaints

- 13.1. The Customer has the right to file a complaint regarding the correctness of the Service Provider's performance of the Service.
- 13.2. Complaints are handled in two instances by the Service Provider. The initiation of the complaint procedure in the first instance is initiated by the Customer's submission of a complaint under the terms of this paragraph.
- 13.3. Complaints may be filed:
  - (i) via snail mail to the following address: AlphaNet Spółka z o. o., 4a Małobądzka St., 41-214 Sosnowiec
- 13.4. The complaint should include:
  - (i) designation of the Customer;
  - (ii) specifying the subject of the complaint;
  - (iii) Determining the reasons for its filing;
  - (iv) Contact details to which the Service Provider is to send information on the processing of the complaint
  - (v) date and signature of the Customer or signature of a person authorized to sign with authorization.
- 13.5. The Service Provider shall consider the complaint within fourteen (14) days from the date of its filing. Failure of the Service Provider to respond within the period referred to in the preceding sentence shall be deemed equivalent to acceptance of the complaint in its entirety.
- 13.6. Detailed information on the possibility for a Customer who is a Consumer to use out-of-court methods of handling complaints and pursuing claims, as well as the rules of access to these procedures, is available at the offices and on the websites of district (city) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, provincial inspectorates of trade inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:
  - (i) <https://uokik.gov.pl/pomoc-dla-konsumentow>
  - (ii) [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)
- 13.7. Notwithstanding the rights indicated in this paragraph, a Customer who is a Consumer shall in particular be entitled to:
  - (i) to apply to a permanent amicable consumer court operating at the Trade Inspection with a request to resolve a dispute arising from the Agreement;
  - (ii) to apply to the provincial inspector of trade inspection to initiate mediation proceedings for an amicable settlement of the dispute between the Service Provider and the Customer;
  - (iii) use the free assistance of a district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
- 13.8. From the Service Provider's decision in the first instance, the Customer has the right to file a request for reconsideration. The application for reconsideration shall be considered by a different panel than the original application. The Service Provider's decision on how to consider the complaint in the second instance is final in the course of the complaint procedure. The provisions of this paragraph shall apply mutatis mutandis to the request for reconsideration.

## § 14 Technical requirements

- 14.1. The technical requirements necessary to use the Service are specified in the Technical Specifications of the Services.
- 14.2. The Customer acknowledges and accepts, as of now, that any Services in the "premium" version are provided with particular limitations and/or specifications (by way of example but not limited to: limitations on the configuration of the chosen Services and/or their duration, possibility of early termination and/or deactivation of the Services, limitations on use, limitations on the possibility of renewal, economic characteristics) described from time to time in the Technical Specifications of the Services published on the site at the following link <https://fakturasmart.pl/poradniki/faktura-smart>, to which express reference is made; the Customer, therefore, releases the Service Provider from any liability for any damages, direct or indirect, of any nature or kind whatsoever, suffered and to be suffered due to or because of the aforementioned limitations and/or specifications.
- 14.3. The Customer may request the conversion of the Service, within the context of the possible solutions indicated on the Site, providing for the payment of the relative fee, taking care to make, in advance and at his or her own expense, a copy of the data and material processed through the Service that is the subject of the conversion request. Following the conversion, recovery of the contents processed by the Customer through the converted Service is not guaranteed.
- 14.4 With specific reference to the 'Documents Management' Module and the 'Collections and Payments' Module, the Customer acknowledges and accepts that:
- they are provided under the conditions indicated in the Product Sheet and in the Technical Specifications published on the website at the following link <https://fakturasmart.pl/poradniki/faktura-smart> ;
  - they cannot be purchased or renewed separately from the main electronic invoicing service.

It is understood that the 'Documents Management' and "Collections and Payments" Modules, as they are optional services, regardless of when they are activated, have the same expiry date as the main electronic invoicing service to which they are associated, unless the Customer chooses a different option before completing the order. Similarly, upon renewal of the main service, unless otherwise specified by the Customer before its expiry, the optional services associated with it will also be renewed.

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## § 15 Personal Information

- 15.1. The Service Provider is a Data Controller within the meaning of the provisions of the PDPA. The Service Provider assumes the implementation of the obligations and compliance with the restrictions under the regulations of the PDPA.
- 15.2. The Service Provider processes the personal data of the Customers only in accordance with the Regulations and the information on the processing of personal data, which can be found at xxx issued by the Service Provider during the registration process.
- 15.3. By signing the Contract, the Customer appoints the Service Provider as Data Processor as defined in the Data Processing Agreement in attachment.

## § 16 Copyright

- 16.1. The Customer acknowledges that the Service Provider or its subcontractors hold all copyrights to the Site and its elements, having the nature of works within the meaning of the Act of 04.02.1994 on Copyright and Related Rights (Journal of Laws 2021.1062 t.j., as amended). Any copying, dissemination or elaboration of the Site or its elements, including copying of photographs and other graphic materials, as well as the use of reprints of texts posted on the Site without the express written consent of the Service

Provider, constitutes an infringement of copyright and will be met with an immediate response from the Service Provider, including holding the Customer liable for damages.

16.2. The Customer is authorized to use the Site and other works posted on the Site solely for the purpose and within the limits of these Regulations and the functionalities made available to him by the Service Provider under the selected Subscription Plan.

## § 17 Termination of Agreement

17.1. The Agreement may be terminated by either Party, with one month's notice.

17.2. The notice period begins to run on the first day of the month following the month in which the notice was given.

17.3. If a Party to the Contract is a Consumer, the Service Provider may terminate the Contract only with the indication of valid reasons for termination and in the cases indicated in the Regulations.

17.4. Termination of the Agreement always requires written form under pain of nullity, regardless of the form in which the Agreement was concluded.

17.5. A Customer has the right to terminate the Agreement by submitting a written statement of withdrawal from the Agreement within fourteen (14) days from the date of its conclusion. A model statement of withdrawal from the Agreement is available at <https://fakturasmart.pl/warunki-korzystania>.

17.6. The right to withdraw from the Contract does not apply to the Customer who is a Consumer with respect to the Contract:

- (i) for the provision of services, if the entrepreneur has performed the service in full with the express consent of the consumer, who was informed before the performance, that after the performance by the entrepreneur will lose the right to withdraw from the contract;
- (ii) in which the price or remuneration depends on fluctuations in the financial market, over which the trader does not control, and which may occur before the deadline for withdrawal;
- (iii) in which the object of performance is a non-refabricated item, produced to the consumer's specifications or serving to meet his individualized needs;
- (iv) in which the consumer expressly requested that the trader come to him for urgent repair or maintenance; if the trader provides in addition other services than those requested by the consumer or provides things other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract with respect to the additional services or things;
- (v) in which the subject of performance is sound or visual recordings or computer programs delivered in sealed packaging, if the packaging was opened after delivery;
- (vi) for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the consumer before the expiry of the deadline for withdrawal from the contract and after the trader has informed him of the loss of the right of withdrawal.

17.7. The Service Provider has the right to terminate the Agreement with immediate effect and stop providing the Services in case of:

- (i) gross violation by the Customer of the provisions of the Regulations or the Agreement;
- (ii) violation by the Customer of generally applicable laws;
- (iii) use by the Customer of the Services contrary to their intended purpose.

17.8. In the case of a Customer who is a Consumer, the Service Provider shall inform the Customer in writing of its intention to proceed with the actions specified in this paragraph, together with an indication of the violations made, and shall set a period of not less than three (3) days to cease the violations. If the Customer who is a Consumer does not cease the violations within the aforementioned period, the Service Provider shall have the right to terminate the Agreement with immediate effect and stop providing services.

17.9. In the case referred to in paragraph. 17.7 above, the Subscription Fee for the unused part of the Subscription Period shall be deducted from the Service Provider's receivable from the Customer for a contractual penalty of a guarantee nature for improper performance, the amount of which shall be equivalent to the Subscription Fee for the unused part of the Subscription Period for which the Services would have been provided to the Customer if he had performed his obligations under the Agreement properly. The provisions contained in this paragraph shall not apply to Customers who are Consumers.

## § 18 Final Provisions

18.1. In matters not regulated in the Regulations, the generally applicable provisions of Polish law shall apply, in particular the provisions of the Civil Code, the UDE and the PDPA.

18.2. The content of the Regulations may be freely downloaded, reproduced and recorded by the Customer at any time.

18.3. The Service Provider reserves the right to make changes to the Regulations, the SLA Document, the Technical Specification of Services and the Price List for Services. If the content of any of the documents listed in the preceding sentence is amended, the Service Provider shall inform the Customer of the changes made at least thirty (30) days prior to their effective date. In the case of a Customer who is a Consumer, the amendment of the Regulations, the SLA Document, the Technical Specification of Services and the Price List of Services shall be binding on the Customer if, at the earliest possible date of termination of the Agreement, the Customer consents to the amendments by submitting a statement in writing, by fax or by e-mail.

18.4. Non-substantive changes to the Regulations, the SLA Document, the Technical Specification of Services and the Service Price List that do not affect the rights and obligations of the Customer, such as the removal of clerical or accounting errors, do not constitute an amendment to the terms of the Agreement. The provisions contained in the preceding sentence shall not apply to Customers who are Consumers.

18.5. If it is necessary to make changes to the Regulations, the SLA Document, the Technical Specification of Services or the Price List of Services:

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- (i) results from the necessity to adapt the content of the above documents to generally applicable laws; or
- (ii) is related to the necessity to immediately prevent losses or damages that may be incurred by the Customer or the Service Provider as a result of failure to immediately change the content of the aforementioned documents.

- The Service Provider shall remain exempt from the obligation to meet the deadline for notification referred to in paragraph 4 above. The provisions contained in the preceding sentence shall not apply to Customers who are Consumers.

18.6. For the settlement of disputes arising between the parties, a court of competent jurisdiction is appointed for the location of the Service Provider.

18.7. The Regulations shall enter into force on the date indicated in the footer.

18.8. The following Appendixes are substantial part to these Regulations:

- (i) DPA – Data Processing Agreement
- (ii) SLA Document, where applicable
- (iii) Technical Requirements
- (iv) Statement of Withdrawal

## Appendix DPA - Data Processing Agreement

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### Definitions

The terms used in this document entitled "Data Processing Agreement" (hereinafter "DPA") have the same meanings as those used in Regulation (EU) 2016/679 (hereinafter "GDPR") and in the Service Conditions and corresponding appendices (hereinafter "Agreement"). The provisions herein provided shall constitute an integral and essential part of the Agreement.

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### 1. Purpose and scope of the document

The purpose of this DPA is to set out the terms and conditions for the processing of personal data (hereinafter "Data") for which the Customer is the Data Controller and in respect of which the Customer appoints AlphaNet Sp. z o.o. S.p.a., with registered office at siedzibą w Sosnowcu 41-214, przy ul. Małobądzkiej 4a – VAT no. 6443186165 (hereinafter "AlphaNet" or the "Service Provider") as Data Processor for the Data acquired by it or in any case processed by it in relation to the Service, carried out in fulfilment of the Agreement in effect with the Customer, of which this DPA is an integral part.

Each party shall comply with its obligations under the GDPR and applicable national legislation relating to the processing of the Customer's personal data.

The Customer hereby entrusts the Service Provider with processing the Customer's personal data only in accordance with applicable law: (a) to provide the Service requested by the Customer; (b) as set out in the Agreement, the Technical Appendices and Product Data Sheets, and in the additional documentation which constitutes an integral part of the Agreement itself, including this DPA; and (c) as further documented in any other written instruction provided by the Customer and recognised by the Service Provider as instructions for the purposes hereof, subject to compliance with applicable legal provisions.

The Service Provider shall follow the instructions agreed in this document.

In the event that the Customer, via the Service, processes Data for a purpose other than that stated above, it shall submit a written notice to the Service Provider, who shall contact the Customer for the appropriate assessments of the case.

## 2. Data processed by AlphaNet in the provision of the services covered by the Agreement

The Services provided by the Service Provider, in accordance with their Technical Specifications, allow the Customer to process Data according to timescales and procedures set and independently managed by the Customer, without prejudice to applicable legal provisions. The scope of the Service Provider's appointment relates solely to the processing of personal data entered and/or provided independently by the Customer through the chosen Service and/or within the scope of that Service, and in any event in compliance with the purposes defined for its correct delivery by the Service Provider and in accordance with the provisions of the applicable regulations in force. In particular, pursuant to and for the purposes of the Agreement, the Service Provider shall strictly adhere to the provisions of law and the contractual documents, including the Product Data Sheets and Technical Appendices, relating to the provision of said Services, processing data solely for the purpose of the regular and correct implementation thereof, and processing data so as to facilitate the services established under the Agreement.

It is understood that the Service Provider, in the provision of the Services, shall neither be responsible for the information stored at the Customer's request, nor subject to a general obligation to monitor the information it transmits or stores, or to a general obligation to actively seek to identify facts or circumstances indicating the existence of unlawful activities.

## 3. Security

Where applicable, the Service Provider shall ensure its compliance with the security measures provided for under applicable data protection legislation with regard to the logical, technical, physical and organisational measures that shall be implemented to protect the aforementioned Data from intentional or accidental removal or destruction, accidental loss, tampering, unauthorised use, modifications, disclosure, diffusion, unexpected access and any other form of unlawful processing.

The security measures include measures to: ensure the confidentiality, integrity, availability and resilience of the Service Provider's systems and services; help restore timely access to personal data following an incident; test regularly the effectiveness of the Services, all in accordance with the Technical Appendices, the Product Data Sheets and the security policies set forth by the Service Provider, which the latter may update or modify provided that such updates and changes do not entail the degradation of the overall security of the Services.

The Service Provider shall take the appropriate measures to ensure compliance with security measures by its employees, contractors and Sub-processors relative to their areas of competence. The Customer acknowledges that the technical and organisational measures previously and currently adopted by the Service Provider are suitable for ensuring an appropriate level of security for the risks presented by Data processing. The Service Provider shall notify the Customer, via the most appropriate means, of any changes to the security measures adopted to ensure a level of security that is suitable for the risks presented by Data processing, and in accordance with any regulation governing the service provided.

The Customer shall be solely responsible for the use of the Services, including:

- making suitable use of the Services so as to ensure a level of security that is appropriate to the risk in relation to the Customer's Data;
- protecting the credentials, systems and authentication devices of the account used by the Customer to access the Services;
- backing up the Customer's Data.

The Service Provider has no obligation to protect the Customer's Data that the Customer chooses to store or transfer outside of the Service Provider's systems and those of its Sub-processors (for example, offline or local storage space) or to protect the Customer's Data by implementing or maintaining Security Checks in addition to those described in the Agreement, Product Data Sheets and Technical Appendices.

The Customer is solely responsible for assessing whether the Services, the security measures and the Service Provider's commitments pursuant to this article and the provisions of other contractual documents meet the Customer's needs, including its security obligations and compliance with the GDPR.

The Client acknowledges and agrees that (taking into account state of the art, implementation costs and the nature, scope, context and purposes of the processing of the Customer's Personal Data, as well as the risks for individuals) the security measures implemented and maintained by the Service Provider provide a level of security that is appropriate to the risk in relation to the Customer's Data, and undertakes to ask the Service Provider - at the Customer's expense - to implement any additional security measures where deemed necessary in relation to the type of data that shall constitute the object of the processing, and to hold the Service Provider harmless from any and all liability in the absence of such request.

#### **4. Transfer of personal data to third countries**

The Data processed by the Service Provider for the provision of the Services, as referred to in this DPA, are located within dedicated architecture and storage systems. The infrastructure is located within the European Union at the data centres specified in the Agreement and corresponding appendices.

#### **5. Sub-processors who process Data pursuant to the Service provided**

By signing this document, the Customer authorises the Service Provider to use its own Sub-processors as well as third-party providers and Companies belonging to the Aruba Group for the provision of services (support, maintenance, the provision of additional services, network providers and electronic communication services) in connection with the requested service; the Customer acknowledges and accepts that this may entail the processing of data by said parties. For the purposes of appointing a Sub-processor, by means of a written agreement between the Service Provider and the Sub-processor, the Service Provider guarantees that:

- the Sub-processor shall access and use the Customer's data only to the extent required to fulfil the obligations delegated to it in accordance with the Agreement;
- the Sub-processor shall assume the obligations pursuant to Article 28 of the GDPR;
- the Service Provider shall remain liable towards the Customer for all the obligations assumed, and in relation to the activities entrusted to the Sub-processor.

In order to provide the Customer with specific control over the aforementioned third parties, and to provide for the privacy requirements in place for the entire category of these third parties, the Service Provider undertakes to keep the list of these third parties up to date, ensuring to produce this list at the Customer's specific written request, as well as any relevant documentation giving rise to obligations assumed by the third parties in relation to the privacy obligations specified in this DPA, where these parties process Data within the scope of the Services provided. The Service Provider undertakes to inform the Customer of any changes to these parties.

#### **6. Compliance checks**

The Service Provider shall provide the Customer with all the information necessary for demonstrating its compliance with data protection obligations imposed by current legislation and by this DPA, provided that these do not involve the analysis of third-party Data and do not conflict either with the confidentiality obligations assumed by the Service Provider or with the Service Provider's policies. The Service Provider guarantees to the Customer, or any other person authorised by the latter, that it shall perform compliance checks on its own work relating to the Services, in accordance with the commitments undertaken in this DPA and with data processing legislation in force, subject to agreement on the timings and methods of these checks, provided they do not involve the analysis of third-party Data and do not conflict either with the confidentiality obligations assumed by the Service Provider or with the Service Provider's policies. The costs of these checks shall be borne by the Customer.

The Service Provider undertakes to provide all the information necessary to allow the Customer to reasonably verify the Service Provider's compliance with the security obligations established under the Agreement and this DPA.

If the information requested by the Customer is neither confidential, nor classified, nor sensitive, said information shall be made available through a direct procedure (including, but not limited to, through the Service Provider's website); in other cases, the Service Provider may make said information available to the Customer upon their request after signing a specific non-disclosure agreement provided by the Service Provider. The Service Provider, at its sole discretion, reserves the right not to disclose specific highly sensitive information.

## **7. Impact assessment**

The Customer shall independently assess whether or not it is necessary to carry out an impact assessment on the processing of data, pursuant to article 35 of the GDPR, informing the Service Provider of this need, in which case the Service Provider shall provide assistance in order to fulfil this obligation.

## **8. Data Subject requests**

If the Service Provider receives a request from a data subject regarding the Customer's Personal Data during the validity period of the Agreement, the Service Provider shall instruct the data subject to submit its request to the Customer, and the Customer shall be responsible for responding to such requests.

If the Customer cannot independently provide a response in accordance with the preceding paragraph, the Service Provider undertakes to support the Customer in replying to any request for access made by data subjects, to the extent possible and insofar as it has the authority to do so, in accordance with the terms and limitations provided for in this DPA and applicable legislation. In accordance with the Technical Specifications provided, the Service Provider shall enable the Customer to correct, delete, limit and/or recover its own data, in compliance with the conditions agreed upon with the Customer and applicable regulations.

## **9. Data breach**

In case of events that involve the breach of the Data processed by the Service Provider in the provision of the Services, the latter shall notify the Customer pursuant to applicable legislation.

In particular, the Service Provider shall notify the Customer of the breach without undue delay after becoming aware of it. This notification (i) shall describe the nature of the breach including, where possible, the categories and the approximate number of data subjects in question as well as the categories and the approximate number of personal data records in question, (ii) shall explain the possible consequences of the breach, (iii) shall expound the measures implemented or proposed by the Service Provider in response to the incident, and (iv) shall provide a point of contact with the Service Provider.

All breaches and all communications between the Customer and the Service Provider in this regard must remain completely confidential. This information must not in any way be disseminated in any form, including via the disclosure or consultation thereof. Notification of the breach is permitted only between the Customer and the Service Provider, except for notifications required by law or by public authorities.

#### **10. Deletion of personal data**

The procedures and time frames for deleting Data processed by the Service Provider in the performance of the Services are specified in the Agreement.

Upon expiry of the time frame agreed with the Customer, the Service Provider shall permanently delete the Data processed during the performance of the Agreement from any medium designated for storage, without prejudice to any legal obligations. Deletion operations shall be carried out safely and in compliance with the regulations governing this sector, without causing harm to the data subjects to whom the Data refer.

#### **11. Record of processing**

Where provided for in applicable legislation, the Service Provider shall take note of the processing, as carried out in its capacity as Data Processor, in a designated record, which shall be kept both in writing and in electronic format.

#### **12. Duration**

The Service Provider's appointment as Data Processor and the clauses of this DPA have a duration equal to that of the Agreement executed between the Customer and the Service Provider.

The appointment and this document shall automatically cease to have effect in the event that the Agreement is terminated, withdrawn from or becomes ineffective, subject to any time needed for the Customer to retrieve the Data as contractually agreed between the Parties.

Likewise, in the event of the tacit renewal of the Agreement, the appointment as Data Processor and this DPA shall be deemed automatically renewed for a term equal to the term of the Agreement.

#### **13. Reference**

For anything not expressly provided for and governed in this DPA, the Parties shall refer to the Agreement, to applicable privacy legislation, specifically the GDPR, furthermore, as applicable based on the type of Service ordered by the Customer.