

# TERMS AND CONDITIONS OF E-SERVICE MYBOX.PL

from: 1 day of April 2019

## CHAPTER I. GENERAL PROVISIONS

### §1 [Definitions of the most important Terms]

1. **Service Provider**: mybox.pl LTD (spółka zoo) with registered office in Lublin, Dobrzańskiego 1, 20-262 Lublin, entered into the Register of Entrepreneurs of the National Court Register operated by the District Court Lublin-Wschod in Lublin with its registered office in Świdnik, 6th Commercial Department of the National Court Register under KRS Number: 0000652187 with share capital in the amount of PLN 5000, NIP (Tax Identification Number): 7123324927, REGON: 366060850.
2. **E-Service**: a service provided by the Service Provider electronically, via the Website, for its customers, consisting in providing them with an intelligent platform using BIG DATA for the automatic diagnosis and repair of Websites.
3. **Website (Internet Service)** - mybox.pl service, consisting of, among others, the main page, the Mybox panel and the Marketplace.
4. **Platform** - an intelligent platform using BIG DATA to automatically diagnosis and repair of Websites.
5. **Website (WWW Website)** - the website run by the End User, to which the E-Service is to be used for its automatic diagnosis and repair.
6. **Content of the Website** - all files, information, data and databases of the Website.
7. **Customer** – a natural person with full legal capacity, legal person or organization unit having legal capacity, which is a party to the contract with Service Provider for the use of E-Service. The law of the state to which such person is subject (the personal statute) decides about its legal capacity. The Customers divide into the End Users and Hosting Providers.
8. **End User** – a person or entity being a client to the Hosting Provider and running a Website, to which the E-Service is to be used for its automatic diagnosis and repair.

9. **Hosting Provider** – a person or entity that provides the End Users (its Clients) Hosting Service and who cooperates with Service Provider.
10. **Hosting Service** – a service consisting of making the server room available by giving the client (the End User) a specific volume of hard disk, the maximum amount of data to be sent via server room, Internet links, services serviced by the server room (depending on the specificity of the service, e.g. database with the determination of its maximum volume), and the maximum degree of server room load by service, including the services of taking care of permanent, correct operation of disks and server connections to the Internet.
11. **T&C** – this Terms and Conditions.
12. **Integration** – integration of the Platform with IT System of the Hosting Provider.
13. **Messages** – information that does not constitute commercial information or marketing materials and necessary for the Customer to use the E-Service, enforce compliance with the law or T&C or necessary to comply the obligation arising from law or T&C and information about new functionalities of Internet Service sent by the Service Provider to the Customers.
14. **My Box Panel** – a set of IT tools installed on the Website that enables the Customer to use the E-Service.
15. **Account (Customer's Account)** – an account assigned to the name (login) which is provided by the Customer when registering an e-mail address, created by the Service Provider in order to enable the Customer to use the E-Service.

## **§2 [Communication with the Service Provider]**

1. The Service Provider can be contacted by:
  - a. E-mail to the following address: [kontakt@mybox.pl](mailto:kontakt@mybox.pl)
  - b. Contact form available under the address: <http://mybox.pl>;
  - c. In writing – to the Service Provider's address specified in §1 point 1.
2. The Service Provider can be contacted from Monday to Sunday, 24 hours, excluding Sundays and other holidays. Time for answer from Service Provider is 1 (one) hours, this term shall not include Saturdays, Sundays and other holidays. However, the Service Provider will try to answer in shorter time. Nevertheless, it does not give the User any right or claims for an answer in shorter time

## **§3 [E-Service]**

1. Part of the E-Service function is free of charge for all Clients, while a part is payable on terms specified in T&C. The rules for making payments for use of specified functions of E-service are set out in §17.
2. E-Service is implemented as part of the project entitled: "Market implementation of mybox solution – an intelligent platform using BIG DATA for automatic diagnosis and repair of websites", co-financed under Priority Axis 1, Entrepreneurial Eastern Poland, Actions 1.1. Starting platforms for new ideas, Sub-measure 1.1.2 Development of startups in Eastern Poland Operational Program "Polska Wschodnia" 2014-2020 and is co-financed from the European Regional Development Fund under the Innovative Economy Operational Program.
3. The purpose of E-Service is to enable Customers, as well as End Users to develop their activities and Websites by automatizing the process of diagnosis, repair and improvement of a Website. E-Services enables to shorten the time necessary to keep the Website in proper conditions. E-Service allows you to use the Platform, which has the function of detecting eg. Security problems or loading time. The End User can verify the most important security and performance indicators of the Website in the MyBox Panel at any time.
4. The Service Provider reserves the right to offer IT system resources of the Website for the purpose of uploading and storing by other individuals or entities commercial content (which do not need to be related with E-Service). The Service Provider is exclusively entitled to all the income related to the publishing of commercial content on the Website. Specific conditions of uploading and storing commercial content as well as rules of payment shall be in each case contracted by the Service Provider with an individual or entity interested in uploading and storing such commercial content.

#### **§4 [Platform Integration]**

1. Regardless of whether the End User uses the Platform as Customer of the Service Provider or as a customer of Hosting Provider, for using the Platform it is necessary to make its Integration.
2. Integration means adding the Website of End Users to the Platform, which involves the installation of a MyBox plugin on certain types of Websites.
3. The Website can be added You in two ways:
  - a. Automatically – it requires launching a proper script by the Hosting Provider on his servers (the Service Provider will provide assistance in this respect);
  - b. Manually – through manual creation of End Users' accounts and adding their Websites from the level of administrative panel of Hosting Provider
4. End Users's consent to install the MyBox Plugin depends on the terms of conditions of Hosting Service at a given Hosting Provider. The Installation of

MyBox plugin may, in addition, be subject to prior approval by the End User of separate Hosting Provider's terms and conditions.

#### §5 [Two kinds of Clients – Hosting Provider and End User]

1. E-Service is based on the fact, that the Service Provider provides the Platform to its Customer in order to:
  - a. Making by the Customer, being the End User automatic diagnosis or repair of the Website or;
  - b. further making available by the Customer, being Hosting Provider, the Platform, for his customer, being End Users of Websites, being the subject of Hosting Services provided by this Provider, for their automatic diagnosis and repair.
2. In case referred to in paragraph 1 letter b)
  - a. the Hosting Provider is Customer of Service Provider;
  - b. the End User is not Customer of Service Provider;
  - c. any settlements for using E-Service take place between the Service Provider and the Hosting Provider;
  - d. the Service Provider authorizes the Hosting Provider to further making available the Platform for his customers being End Users of Websites, being the subject of Hosting Services provided by this Provider, for the purpose of its integration with the Platform and their automatic diagnosis and repair;
  - e. the Hosting Provider is then obliged to settle himself with End Users (their customers) for their use of the Platform.
  - f. the Service Provider is not liable towards the End User for using the Platform.
  - g. the Integrations referred to in §3 **is full**, i.e. the End User on his own integrates with platform API MyBox and implements functionalities of system within his own administration panel, which already has the Hosting Provider.
  - h. The rules of cooperation between the Service Provider and the Hosting Provider shall be determined by the cooperation agreement they have concluded, which provisions may regulate certain matters differently from this T&C; in this case, the provision of this agreement take precedence over the provisions of this T&C.
3. In case referred to in paragraph 1 letter a);
  - a. the End User is the Customer of the Service Provider;
  - b. the Hosting Provider is not a Customer of the Service Providers;
  - c. **all settlements for using E-Service shall take place between the Service Provider and the End User;**

- d. the Service Provider authorized the End User to use the Platform to the extent necessary to integrate the Website with it and to repair and diagnosis using the Platform.
- e. the Integration referred to in §3 is **incomplete**, i.e. the Hosting Entity, using the API provided by the Service Provider, creates accounts on the platform panel.mybox.pl and performs simple integration to the End User from the administrative panel at his Hosting Provider. The End User is then redirected to the account created on panel.mybox.pl, where services will be added to perform any operations in the MyBox Panel
- f. The rules of cooperation between the Service Provider and the Hosting Provider shall be determined by the cooperation agreement they have concluded, which provisions may regulate certain matters differently from this T&C; in this case, the provision of this agreement take precedence over the provisions of this T&C.

### **§6 [Territory and language]**

1. Unless the T&C provide otherwise, E-Service is provided in the Internet space, that is for Polish clients as well as all over the world and is available to Internet user, provided that he is a Hosting Provider or a customer of Hosting Provider, if this Hosting Provider cooperates with the Service Provider.
2. E-Service is available in the following language versions: Polish, English.

## **CHAPTER II. GENERAL CONDITIONS OF USING E-SERVICE**

### **§7 [Basic obligations of the Customer]**

1. The Customer is obliged, before registration in the Website to read and accept T&C. The content of T&C is available free of charge on Website of the Service Provider under the address: <http://mybox.pl> in a way, that a User (or potential User) may before starting using the Website, download, run, save and store (also in normal course of activities) content of T&C by the IT system which he uses. In case of doubts in interpretation of provisions of T&C, the User shall ask the Service Provider for explanation.
2. It is strictly prohibited for the Customer to upload any data (content) of unlawful character.

### **§8 Consent for receiving commercial communication**

1. The Customer may, but it is not obliged to, express his consent for receiving from the Service Provider and other individuals or entities cooperating with him commercial communication or marketing materials, e.g. electronic bulletin (Newsletter), information about promotions, exhibitions, goods or services

offered by the Website or individuals or entities cooperating with the Website, other internet websites conducted by the Service Provider or individuals or entities cooperating with him. Information/materials will be sent to e-mail address of the User indicated by the Registration process or – in case of unregistered User – to e-mail address indicated by the User.

2. The abovementioned consent may be revoked in any time by sending to the Service Provider an e-mail or in settings of the Account or by clicking to the link attached to the e-mail received from the Website.
3. The Service Provider may send to the Customer, independently of the fact of expressing abovementioned consent, Messages, including by MyBox Panel.
4. The Service Provider may create new features of the Website, as well as change or modify the existing features The User shall be notified on this fact by Message by MyBox Panel.

### **§9 [Technical requirements necessary for supporting the IT system used by the Service Provider]**

1. Using the Website requires:
  1. Permanent access to the Internet;
  2. Properly configured web browser accepting Cookie files and www indicators – Microsoft Internet Explorer version not older than 8.0 or Mozilla Firefox version not older than 3.0, Opera version not older than 9.0, Google Chrome version not older than 6;
  3. Cookie and JavaScript enabled;
  4. Active and properly configured e-mail box
  5. Making Integration referred to in §3 and §4
2. The Service Provider is not obliged to train the Customer in the use of the E-Service. The User is obliged to do it on his own, using the option “Question and Answers”, “Help”, “FAQ”, available here: <http://pomoc.mybox.pl>. Such content are not part of Terms of Use, they are only instructions, how to use the Website.
3. The Customer is fully conscious of the fact, the using the software like AdblockPlus or Flashblock may make it impossible or difficult to use the Website.

### **§10 [General requirements for the purpose use of E-Service]**

To use the E-Service correctly you need:

1. Acceptance of T&C;

2. Expressing by the Customer consent for processing personal data by accepting Privacy Policy;
3. Accepting Cookies Policy;
4. Making a registration by the Customer;
5. Customer logging in;
6. Integration according to §3 and §4.;
7. Compliance with T&C;
8. Compliance with the Service Provider's recommendations and suggestions regarding use of E-Service, including Messages.

### **§11 [Making Registration]**

1. Concluding the agreement on using E-Service is at the moment of confirmation of Registration.
2. Person who wants to be a Customer, upon registration:
  1. Provide the following data:
    1. Name and surname and business name (if the uses the E-Service for the purpose directly related to business or professional activity);
    2. E-mail address:
    3. Password from 5 to 8 characters, only small or capital letters, number and special characters are allowed. The password must be repeated by entering it in the field "Repeat password".
  2. Accept T&C including Attachments (Privacy Policy and Cookies Policy)
3. As a result of providing data mentioned above, a person, who wants to be a Customer, receives message to e-mail address provided by him with a request for registration confirmation (verification letter). To confirm registration he must click on the link in e-mail content. At the moment of confirmation the registration is done.
4. As a result of completing the Registration, the Service Provider creates for the Customer the Account. The Customer has access to the Account after signing in.
5. After creating the Account the Customer may supplement his data.
6. If during using the Website there was a change of any data, referred to in point 2 the Customer should update the data in his Account. The Service Provider is not liable for consequences of failing to comply with this obligation.
7. The Customer must not permit use of his Account to other persons, as well as make access to any data within his Account. Login and password should be adequately protected from access by others. The Account is non-transferable and cannot be inherited.
8. Any Data provided by the Customer during the registration process, as well as during using the Website, must be truthful and should concern this Customer. The User is fully liable towards third parties and Service Provides for the

consequences of providing false data or concealment of this data, or providing data not related to the Customer or related to other Customer or person.

9. Having more than one Account by the same Customer is forbidden, with an exception of situation, where he is the Customer and Freelancer Both and he creates second Account as a Freelancer based on rules set out in §30 point 3.

### **§12 [Change password and password reminder]**

1. The Customer may at any time change password to his Account. For this purpose, after logging in, select My Account – Change Password. Then give the new password and then repeat it in order to avoid error, then click “Save”. Since then the new password is active.
2. If you forget the password to your Account, click on the “I forgot my password”. Then in the box type you name and e-mail address and to its address you receive a message allows giving new password.

### **§13 [Data]**

1. The Customer expresses his consent for free, especially when dictated by technical or legal causes for:
  1. Modifying or removing by the Service Provider design of the Website, including design and layout of the Customer Account;
  2. Uploading within the Website information, windows, banners, advertisements;
  3. Determining by the Service Provider the content of the Website;
  4. Removing, modifying or disabling of access to Data;
  5. Ceasing conducting the Website as well as any of the Services;
  6. Taking by the Service Provider any activities permitted by law, related to the Website.
2. The Service Provider has the right to intervene in the Customer’s Account in order to remove errors in Website’s functioning or disturbances or disruptions in Account’s functioning.

### **§14 [Signing in]**

1. To begin using of E-Service you shall log in provided that the correct Registration has been done before.
2. To sign in it is necessary to give the following data given by the registration: e-mail address and a password.
3. E-Service includes automatic signing in functionality (field), which after selecting and correctly signing in will save the cookie in the Customer’s browser, which will allow to keep the signed in session for 365 days, even after closing the browser.



4. The Customer signed in to the E-Service is obliged not to leave unsecured equipment using which he uses the E-Service to not allow access to E-Service to unauthorized persons.

#### **§15 [Finishing of using E-Service and terminating the agreement]**

1. You can any time finish using the E-Service by signing out.
2. You can any time terminate the agreement of using E-Service by cancelling your registration.
3. The Service Provider may terminate the agreement of using the E-Service with the Customer:
  - a. With 1 one-month notice; the term of notice ends on the last day of calendar month and;
  - b. In case of serious breach of T&C by the Customer, in particular Illicit Usage of E-Service – with immediate effect. The termination may be done in electronic form, by Message in MyBox Panel or by sending e-mail to e-mail address of the Customer.

#### **§16 [MyBox Structure]**

The Website consists of at least three parts:

1. MYBOX.PL – product page with legal documents, a brief description of E-Service and signing in page for the Customer and Freelancer;
2. MYBOX.PL PANEL;
3. MARKET.MYBOX.PL – Marketplace

#### **§17 [Illicit Use of E-Service and Account suspension]**

1. If the Customer violates T&C or provision of law („**Illicit Usage**”), the Service Provider is entitled to suspend Account of this Customer for limited or unlimited time (“**Account suspension**”) or terminate the agreement with him based on the procedure set out in §15 point 3 letter b.
2. Illicit Usage covers in particular the following situations:
  - a. The Customer, by his act or omission affects the good name of the Service Provider or otherwise harms the Service Provider;
  - b. Personal Data of the Customer requires additional verification;
  - c. Receiving by the Service Provider official notification or obtaining reliable information on the illegal character of Data uploaded by the Customer or the activities connected with it;
  - d. The Customer violates the terms of use of the Account (in particular §11 point 8) or has more than one Account (except situation described in §30 point 3 – Freelancer).

- e. The Customer interferes with operation of IT system of the Service Provider;
  - f. The Customer impersonates another User or another person on the Website, in particular by creating Account with personal information of this User (person).
  - g. The Customer uploads defamatory Opinions or Opinions contrary to T&C.
3. As a result of Account Suspension, you lose possibility to use the Website. You cannot at this time re-register Account or use the Account without prior consent of the Service Provider. Your Profile is not accessible to you and other customer. The Service Provider may deny you registration and using Account. The Customer, whose Account was suspended, does not have access to any Website feature, except for features enabling him to pay the fees payable to the Service Provider.
4. The Customer whose Account was suspended, may not circumvent the applied security measures intended for applying and keeping Account suspended.
5. The Customer whose Account was suspended, is fully liable for its acts or omission constituting the basis for Account Suspension, in particular the full liability for damages towards the Service Provider.
6. The Customer whose Account is suspended, may request the Service Provider for cancelling Account Suspension. The Service Provider may cancel Account Suspension after explanations of the User and his declaration, that he is familiar with the T&C and provision of the law and obliges himself not to violate T&C and provisions of law in future.
7. Simultaneously with Account Suspension the Service Provider may request the Customer to remedy any violations of provisions of law and T&C as well as consequences of Illicit Usage and for that purpose appoint an appropriate period. In this case, an additional condition for cancelling Account Suspension is complying by the Customer with all obligation specified in this request within the appointed period.
8. The Service Provider may suspend the Customer's Account if he determines that the safety of the Customer Account is endangered. The Service Provider may then depends cancelling Account Suspension on change of password to Customer's Account. After changing the password Account Suspension shall be cancelled.
9. The Service Provider notifies the Customer on the intention of Account Suspension, appoints him the period of 3 (three) days for giving arguments against the suspension and after that period, the Service Provider may suspend the Account, unless the Customer's explanations give rise not to suspend his Account. Requirement to notify of the intention shall not apply in the following situations:

- a. The Service Provider has received official notification of the illegal character of Data or the illegal character of activities connected with Data (e.g. from the Police or public prosecutor);
  - b. Delay in Account Suspensions can cause a harm to the Service Provider or to other persons;
  - c. Violation by the Customer of provision of law or T&C is highly probable in the light of life experience;
  - d. Immediate Account Suspension is obviously justified.
10. If the Service Provider has obtained reliable information about Illicit Usage, which violates provisions of commonly binding law and may constitute an offence, may notify the authorities on suspicion of committing an offence by the Customer.

### **§18 [Fees for using E-Service]**

1. For use of E-Service (or some of its functions), the Service Provider has a right to charge Fees, in accordance with the Price List, available each time in the MyBox Panel. Information on the amount of the Fee the Service Provider may also provide in a different way, e.g. in the Report, via a Message, as long as the Customer may know its amount before deciding to use the given E-Service function for which the fee applies.
2. The Fees paid are not refundable in case of early termination of the agreement for the use of E-Services or non-use of E-Services.
3. The Service Provider reserves the right to change the Fees, which does not constitute amendment of T&C, except that only for the period for which the Customer has already paid the fee, the Customer is bound by that previous amount of fee.
4. The Service Provider has the right, at its discretion, to grant discounts, rebates or promotions to selected, some or all Customers, in particular taking into account the length of use of the E-Service by the Customer and the amount of Fees paid by that Customer.
5. The customer has option of making payments using the following payment methods: PayPal.

## **CHAPTER III. SPECIFIC CONDITIONS OF USING E-SERVICE**

### **§19 [Basic functions of the Platform]**

1. The Platform available to the Customer has the following functions:
  - 1) Adding the Website to My Box;
  - 2) Backing Up the content of the Website (BackUps);
  - 3) Website monitoring;

- 4) Generating Reports containing information about the Problems found on the Website as a result of Monitoring;
- 5) Autofix (Automatic Repair) – attempt to automatically repair problems found on the Website as a result of Monitoring.

2. Functions numbered 1 to 4 are free of charge for the Customer
3. Function number 5 may depend on paying a fee, depending on the arrangements with the Service Provider. Possible Fees are paid on the terms specified in §18.
4. If the use of Autofix function is paid, you can start using it after paying the Fee.

### **§20 Adding the Website to MyBox**

1. After registration, you can add your Website to MyBox Panel.
2. Adding Website consists in installing in the script of the Website a MyBox plugin currently available for CMS Wordpress, to which you agree.

### **§21 Backing up the content of the Website**

1. After Adding the Website to MyBox, the Service Provider automatically creates the first backup (BackUp) of the Site Content, which consists of downloading files, information, data and Customer databases to the platform (MyBox servers) and to which the Customer agrees. Thus, the Customer authorizes MyBox to use all elements of the Website Content for the purpose of backing up and storing this copy on MyBox servers or other servers selected by the Service Provider.
2. The Customer may order the Service Provider to also perform subsequent backups of the Website Content.
3. The Backup copy will also be automatically performed by the Service Provider before providing Freelancer with access to the Website Content.
4. The Customer accepts in its entirety the fact that making a backup and its storage means transferring and accessing the Service Provider to all files, data, information and databases constituting the Content of the Website. If such Content contains confidential data or those which the Customer would not like to share with anyone, it is strongly recommended that they be adequately secured, and if in spite of such security the Customer would not want to provide them to the Service Provider – it is recommended to delete this data from the Website Content before starting the backup and securing them by the Customer on a durable medium.

## §22 Website Monitoring

Website Monitoring is based on checking its current condition in terms of efficiency, safety and effectiveness of marketing (including effective SEO positioning) in order to find any Problems. Verification, in particular of the speed of loading of potential threats related to e.g. the lack of current software or website structure and its impact on SEO), checking presence of viruses in Website Content, verification on which elements on the Website are slow, checking the server optimization from the code level. The Website is verified using both internal tools and third-party external APIs.

## §23 Generating the Report

After Monitoring the Website, the Customer has the option of generating and reading a Report containing the results of Website Monitoring, that is information about its condition in terms of efficiency, safety and effectiveness of marketing. Report may contain, in particular, tables, charts etc., and contains information about the problems identified on the Website as a result of Website Monitoring.

## §24 Autofix (Automatic Repair)

1. The Customer may order the Automatic Repair of Problems or their parts detected (identified) in the Report generated on the basis of the Website Monitoring.
2. Automatic Repair consists in an attempt to automatically resolve Problems detected on the Website, contained in the Report or their part of the Problems, that is, to increase the Website's performance, its security or effectiveness in marketing, made by a specially created algorithm.
3. The Service Provider does not guarantee effective Auto Repair, because each Problem is different and may be not repaired automatically. **A possible lack of Auto-repair or partial auto-repair does not give the Service Provider an obligation to refund any payment made by the User, because it is a fee paid for the automatic repair function activation (possibility of using it by the Customer), and not for the effective solution of the problem by Automatic repair function.**
4. However, if a problem cannot be solved by Automatic Repair function, the customer has an option to order a manual solution, using the Marketplace Service.
5. The Service Provider is not liable for any damage, defects, loss of any element of the Content of the Website that occurs during the Auto Repair. Therefore, **it is strongly recommended that the Service Provider make a backup copy of the Website Content immediately before starting the Automatic Repair.** In this case, the customer has an option of restoring the Website Content using this

backup. The Service Provider is not liable for the Customer's failure to provide the Service Provider's backup copy or its failure to perform it on his own.

6. **During time of the Automatic Repair the Customer shall refrain from modifying the Website Content in any way, including data overwriting or deletion**, because in the event of a loss, defect or damage to the Content, element added or modified since the last back, it will not be possible to restore content of the Website to the extent that it has been modified. **It is not possible to back up the Website during Automatic Repair.**

## CHAPTER IV. MARKETPLACE

### §25 [Essence of functioning]

1. Marketplace is an additional function of MyBox, where when there is no possibility of Automatic Repair of the Problems detected on the Website, then the Customer, **who is also the End User**, may – using tools used to automatic conclusion of contract for repair, order the Service Provider, for remuneration (fee), manual repair of this Problem ("**Manual Repair**").
2. The Marketplace function cannot be used by the Hosting Provider. Their Clients may use the Marketplace only as Customer of Service Provider, for this purpose they must register on the Website on the subpage market.mybox.pl
3. In case of Marketplace, the Service Provider subcontracts the repair service of the manual subcontractor, which is selected by the Customer from subcontractors registered on the Website, so-called freelancers ("**Freelancer**").
4. Manual Repair is carried out on the terms and conditions, within time and for remuneration determined by the Customer and the Freelancer. The Party to the Manual Repair Service Agreement are the Customer and the Service Provider.
5. Manual Repair is always for a Fee. Payment of fee is made on terms set out in §18.

### §26 Issuing the Order

1. The Customer, who is interested in Manual Repair Service, issues by Marketplace Panel, an order of Manual Repair, hereinafter referred to as "**the Order**".
2. The Order shall contain the following:
  1. Name and description of the Order;
  2. Date of submitting offers of accepting the Order (bidding) by Freelancers;
  3. Expected data of performing the Order;
  4. Budget for the Order being an amount of remuneration for the Service Provider.

3. Additionally, the Customer shall attach do the Order a file with generated Report.

### **§27 Rights and role of MyBox**

1. The Service Provider and the Customer are the parties to the Agreement for Manual Repair. Freelancer is a subcontractor for the Customer. The Customer and Freelancer do not conclude an agreement for Manual Repair Service.
2. MyBox has a right, in particular as part of the transfer of the Order and also as part of performing Manual Repair, to provide Freelancers with any other than those mentioned in §26 point 2 information necessary to evaluate the Order, as well as its proper implementation, in particular the Content of the Website.
3. The Customer accepts that in the event of the Order being issued, as well as during the Manual Repair phase, Freelancer and the Service Provider **have the right to access the Website Content as well as any of its elements, including data, files, information, etc.** At this stage, **no has the option of password protection or blocking access to files, as this may prevent proper repair.** If, despite such protection, the Customer would not want to provide them to the Service Provider - it is recommended to delete these data from the Website Content before issuing the Order, however, the lack of access to some files, data or information by the Freelancer or Service Provider may prevent the execution of Manual Repair.
4. Prior to providing the Freelancer with access to the Website Content, the Service Provider automatically backs up the Website Content.
5. The Service Provider does not guarantee that any of the Freelancers will undertake the performance of the Order.

### **§28 Placing an offer to complete the Order**

1. Order placed by the Customer is visible to Freelancers.
2. Freelancer may submit an offer to perform the Order or propose modifications to the content of the Order, e.g. as to the amount of remuneration, in which case the Customer may not agree to the modifications or agree to them, in this case issuing new content of the Order.
3. The offer submitted by the Freelancer in the mode of paragraph 2 is binding and constitutes an offer within the meaning of art. 66 of the Civil Code.
4. The Customer, to whom Freelancer has submitted an offer to perform the Order, may accept it within the deadline specified in this Order.
5. The Customer may choose any offer of any Freelancer, he may also not choose the offer.
6. Accepting the Freelancer offer takes place when the “**Order**” button is clicked. At this point, a legally binding contract is concluded between the Customer and the Service Provider, the subject of which is to perform a Manual Repair on the

terms indicated in the offer, where the subcontractor of the Service Provider is the Freelancer chosen by the Customer.

### **§29 Settlement with the Freelancer**

1. Remuneration for Manual Repair Service shall be paid by the Client before commencing its performing.
2. The Service Provider makes payment for the Freelance for Manual Repair Service which was duly performed within 7 days from the moment of confirmation by the Customer of due performance of Manual Repair. There can be also “Silent Confirmation” in a way that the Customer does not submit within 14 days from the day specified in the Order as a deadline, any remarks or reservations to due performance of Manual Repair.

### **§30 Ratings and reviews**

1. Customers have the option of issuing ratings or reviews to Freelancers (hereinafter collectively: “**Opinions**”)
2. Customers may also use an advice or assistance of the Service Provider when choosing a Freelancer. The Service Provider may, for example, offer them the Freelancer, which in his opinion, has the best qualifications for proper performance of the Order, however this is only a suggestion that the Customer is not bound.
3. Opinions must be reliable and objective. When submitting the Opinion, the Customer should justify it accordingly. The Opinion cannot be malicious and issued to tease Freelancer or the Service Provider. The Customer bears all responsibility for the content of the issued Opinion.
4. The Service Provider will not engage in any dispute related to the issuing of the Opinion, with the exception of paragraph 5, in particular there is no obligation to moderate and verify their content or removal. Any disputes arising from the issuance of the Opinions the Customers and Freelances are obliged to settle independently, and in the absence of amicable solution – use the legal path.
5. The Service Provider has a right to delete all or part of the Opinion at any time without giving any reason, in particular if the content of the Opinion violates his personal rights or good name.

### **§31 Freelancer**

1. A person who wants to be a Freelancer register on the Website by creating a Freelancer Account.
2. To the Freelancer provisions relating to the Customer apply accordingly.



3. A person who is both a Customer and a Freelancer has two separate Accounts on the Website – one as a Customer, the other as a Freelancer.
4. Freelancer register on the Website in order to enable him to sub-contract the Service Provider to perform the Manual Repair Service (“Agreement”) on behalf of the Service Provider on the principles set out above.
5. When registering, the Freelancer is obliged to provide the following data in addition:
  1. Information whether he is running business activity, if so information, whether he is a VAT payer, tax identification number;
  2. Bank account number or PayPal account details for making withdrawals.
6. Freelancer, because he uses the Website, for purpose directly related to professional activity, is not a consumer.
7. Liability of the Service Provider towards the Freelancer is limited only to cases of willful fault or gross negligence of the Service Provider, covers only the actual loss, does not include lost profits and is limited to the Freelancer’s remuneration paid by the Service Provider in the last 3 months preceding the month in which the event occurred being the basis of the Service Provider’s liability. In particular, the Service Provider shall not be liable to the Freelancer for actions or omissions of Customers, fulfillment of their Manual Repair Agreements, their timeliness, failure to send information necessary for proper performance of the Agreement, unjustified claims that Freelancer improperly performed the Agreement, no confirmation of proper performance of the Manual Repair Agreement.
8. The Freelancer is entitled to receive from the Service Provider a net remuneration of 85 (eighty-five) per cent of the net remuneration paid by the Customer for the Freelancer's performance of the Manual Repair Agreement.
9. If the Customer has reservations about the proper performance of the Manual Repair Agreement, the Service Provider may withhold the payment of remuneration to the Freelancer in whole or in part.
10. If the Service Provider paid the remuneration to the Freelancer and then is obliged to return the entire remuneration or part of the remuneration received to the Client, then Freelancer is obliged to return the appropriate amount of remuneration received, according to the percentage referred to in paragraph. 7
11. Freelancer bears full responsibility towards the Service Provider for all consequences of improper performance of the Manual Repair Agreement. In particular, if the Client suffered any damage as a result of improper performance or non-performance of the Manual Repair Contract and the Service Provider covered all or part of the damage, then he may demand the Freelancer to return the amount paid with statutory interest from the day following the date of payment to the Customer, and all legal costs and costs of the process.
12. For each case of improper performance of the Manual Repair Contract, confirmed by a court or other competent authority, Freelancer is obliged to pay

the Service Provider a contractual penalty in the amount of 100% of remuneration received from this Repair, which does not preclude the Service Provider from pursuing further claims for damages, including claims referred to in paragraph 10 or 11.

13. Freelancer is obliged to keep confidential all information and data that he has obtained or received in connection with the use of the Website, in particular the data of Customers for whom he has performed the Manual Repair Agreement. The Freelancer is not allowed to conduct any activity competitive to the Service Provider, both personally and before an entity related to the Freelancer. In particular, it is forbidden for the Freelancer or its related entities to execute agreements with content identical or similar to those performed for the clients of the Service Provider with whom he contacted in the case of Orders or for whom he performed the Agreement - within 3 (three) years from the end of use by Freelancer from the Website. In the event of a breach of this prohibition, Freelancer is obliged to pay the Service Provider a contractual penalty of 200% of the remuneration which he received from the Customer for the performance of the contract or 200% of the remuneration which the Service Provider would receive from the Customer if the contract was performed via the Marketplace. The service provider has the right to claim further compensation.

## CHAPTER V. LIABILITY OF THE SERVICE PROVIDER

1. The Service Provider's liability towards:
  1. Hosting Provider;
  2. Freelancer;
  3. The Customer not being a consumer, i. e. using E-Service for purpose directly related with his or her business or professional activity.

shall be limited only to case of intentional fault or gross negligence of the Service Provider and covers only the actual loss, does not include loss profits and is limited to an amount of 5000 (five thousand) PLN and towards Freelancer – to the amount specified in §31 point 7. Liability of the Service Provider to abovementioned persons or entities sourced from tort or all other bases and legal titles shall be fully excluded.

2. Liability of the Service Provider towards the Customer being a consumer shall be ruled by mandatory of provisions of law and this T&C.
3. The Service Provider is not liable for any damage resulting from Account Suspension unless he has undertaken those activities on the basis of the condition not listed in Terms of Use.
4. The Service Provider bears responsibility only for the manner of operation of the Platform, he is responsible **only for the proper way of making it available to the Customer**. It is not responsible in particular for the accuracy and

effectiveness of Reports generated by the Platform, the ability to detect all problems, as well as the effectiveness or ineffectiveness of Automatic Repair. The client gains access to the Platform "as it is".

5. To the fullest extent permitted by the law (including consumer protection provisions), the Service Provider is not liable for any actions and damages resulting from:
  - a. Internet access, including too slow access or too slow transfer;
  - b. Any reasons on the Customer's site or other customer, including Illicit Usage;
  - c. Force majeure, wars, terrorist attack, fire, flood in server room, hackers attack;
  - d. failures, reasons on the part of access providers, failures of hardware or software of the Customers, failure in server rooms, reasons on the part of other third parties (entities providing telecommunications, hosting, bank, postal, courier, e-mail, registration and keeping domains services and other similar services, entity operating payment process);
  - e. Unintentional errors or vulnerabilities in the E-Service software, technology used, Internet Protocol server software;
  - f. Reasons on the part of software other than Website
  - g. Rejecting e-mails by e-mail servers other than that of Service Provider, e.g. as a result of filters, blocks or failures of these systems;
  - h. Lack of possibility or limited possibility of using the E-Service by the Customer resulting from non-payment by the Customer for the benefit of the operator for Internet access or from the Customer having no sufficient limit of data transfer, allowing the use of the Internet.
6. The Service Provider is not liable for designation of his e-mails or e-mails sent by the Customers or other persons as a spam.
7. The Service Provider reserves the right to technical break in the functioning of the e-Service, in the case of ongoing e-Service and its software, updating the software, introducing new functionalities, maintenance work. The current technical break consists in temporarily disabling the e-Service or some of its functions, functionalities or modules. The services will be carried out after the end of this break. The Service Provider shall not be liable for any events resulting from the above-mentioned services, it informs Customers about the planned break on the e-Services Website.
8. The Service Provider is entitled to temporal limitation of some features of the Website, make them available on selected hours or introduce restrictions on the amount of them, if lack of limits could affect the continuity and stability of the Website. The Service Provider is not liable for consequences of the abovementioned activities.

9. The Service Provider shall not be liable for any consequences of using E-Service, in particular loss profits (lucrum cessans).

## **CHAPTER VI. COMPLAINTS**

### **§33 Complaints procedure**

1. If in your opinion the Services are not performed by the Service Provider or they are performed contrary to T&C, you can file a complaint by mean of a contact form. Your Complaint should contain: the name, e-mail address, a description of the facts and the allegations, on the pain of call by the Service Provider to complete your complaint.
2. The Service Provider shall resolve the complaint within 14 (fourteen) working days from the date of receiving the complaint. Lack of resolution of a complaint within this period does not mean that the complaint has been accepted by the Service Provider.

## **CHAPTER VII. FINAL PROVISIONS**

### **§34 [Transfer]**

1. The Customer cannot without consent of the Service Provider which shall be in writing under pain of nullity, transfer to another person any rights or obligations resulting from using E-Service, in whole or in part.
2. After period of Project stability (3 years after the moment of finishing performance period) the Service Provider may transfer E-Service to another person, including certain rights or obligations resulting from providing E-Service. The Service Provider notifies the Customer about such intention by e-mail message; in that case the provisions of amendment of T&C shall apply.

### **§35 [Exclusion of right of withdrawal from the Agreement]**

The Customer who is a consumer expressly agrees that the Service Provider will start providing E-Services (including also its specific functions) and fully perform e-Service (its functions) by the Service Provider before the 14-day deadline for exercising the right of withdrawal, in connection with which the Customer, after fulfilling the provision by the Service Provider, loses the right to withdraw from the contract being the basis for providing the e-Service (its function) within the meaning of art. 38 point 1) of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2019, No. 134).

### **§36 [Final provisions]**

1. The Service Provider reserves the right to amend T&C at any time. Amendments are binding from the date of publishing them on the E-Service Website.

2. The Service Provider notifies the Customer by Message on intended amendment of T&C. If within 7 days from the delivery of notification, the Customer does not terminate the agreement, the amendments are accepted by the Customer. Termination takes place by e-mail send to the address of the Service Provider given in the notice.
3. The applicable law to use the E-Service is Polish law.
4. All disputes arising from using the E-Service shall be settled exclusive by the court competent for the Service Provider's registered seat. However, if the Customer is a natural person using the E-Service for the purpose not directly connected with his or her business or professional activity (the Consumer), the competent court would be determined according to provisions of Civil Procedure Code (general competence, mixed competence or other competence).
5. The provisions of T&C do not prejudice the provisions on consumer protection, if the Customer is a natural person using the E-Service for the purpose not directly connected with its business or professional activity (art. 22(1) of the Polish Civil Code), in particular ar. 384-385(4) of the Polish Civil Code. If any provision of T&C is inconsistent with mandatory consumer protection laws, the provision does not bind the consumer, and the provisions of commonly binding law closest to that provision shall apply.
6. To use of the Website the provisions of Act from 18<sup>th</sup> July 2002 on providing digital services (Journal of Laws from 2002, No. 22, item 271) apply.
7. Terms of Use is available in two language versions: Polish and English. The main version is Polish version and shall be deciding in case of ambiguities in English language version or conflict between this version and Polish language version.
8. The Appendices to T&C are its integral part. They include:
  1. Appendix 1 – Privacy Policy
  2. Appendix 2 – Cookies Policy.
9. Terms of Use entry into force on **1 th day of April, 2019**