

## **SOCIOMATIK.COM TERMS OF USE**

### **I. Introduction**

1. These Terms of Use set out the general conditions of providing services through the Sociomatik website available at [www.Sociomatik.com](http://www.Sociomatik.com)
2. The Price List and other appendixes form an integral part of these Terms of Use.
3. By subscribing to the Services, the User declares that it has familiarized itself with these Terms of Use and accepts their conditions as a whole.

### **II. Definitions**

Whenever used in these Terms of Use, the following terms have the meaning ascribed to them below:

1. Application – a software made available by the Service Provider as a service by means of which the User may manage web pages/accounts/profiles on websites, such as Facebook, LinkedIn, Twitter and other websites, as well as analyze activity on such web pages/accounts/profiles. The number and type of the Application features available to the User depends on the scope of services the User has selected (Standard/Premium Package). A detailed description of the Application features is attached in an appendix to these Terms of Use.
2. Price List – a document available from the Website, setting out the fees for using the Application as part of a Package, attached in an appendix to these Terms of Use. The Price List is provided for information purposes and is subject to negotiations; it is not an offer within the meaning of Article 66, §1 of the Civil Code. The prices specified in the Price List are binding until new prices are published in the Price List.
3. Form – an electronic registration form which enables the User to create the Account and register on the Website for the purpose of using the Services.
4. Password – an individual sequence of characters selected by the User, which (together with the Login) is used to log the User in the Account. The Password must contain at least five characters.
5. Account – the User's individual Account created by the Service Provider in connection with the Registration, which entitles the User to use the Service.
6. Test Account – the User's individual Account created by the Service Provider in connection with the Registration, which entitles the User to use the Service free of charge for a 30-day trial period.
7. Login – the User's email address which, together with the Password, is used to log the User in the Account.
8. Newsletter – an online newsletter containing information on the Website activity (including commercial information) and provided to the User by means of electronic communication, at the User's request. The User may cancel that service at any time.
9. Subscription Period – a period in which the Service Provider provides payable Services to the User, as part of the selected Package.
10. Subscription Fee – payment due to the Service Provider for the Services provided as part of the selected Package. The Subscription Fees are specified in the Price List.
11. Service – services provided for the User, against payment, consisting in providing the User with certain features of the Application. The type and scope of the Service depends on the scope of services the User has selected (Standard/Premium Package).
12. Service Provider – Birdcore SA, with its registered office in Warsaw, ul. Mińska 8, 03-806 Warszawa, recorded in the National Court Register under number KRS 426090, owner of the Website, providing services through the Website without simultaneous presence of the parties, via the telecommunications network, holder of the following email address: [biuro@birdco.re](mailto:biuro@birdco.re),

phone number 601-805-079.

13. Consumer - a natural person who enters into a legal transaction that is not directly related to his/her business or professional activity, pursuant to Article 221 of the Civil Code of April 23, 1964.
14. User – a Consumer or a business entity that uses the services provided by the Service Provider hereunder.
15. Package – Services selected by the User to be provided by the Service Provider to the User under an agreement in the relevant Subscription Period; there are two Packages available: Standard Package and Premium Package.
16. User’s Panel – a web page linked to the Account, through which the User may manage the features of the Application.
17. Payment - payment of the price for the selected Package, in accordance with these Terms of Use.
18. Employee – a natural person whom the User has authorized to use the Application, in accordance with the User’s powers under the Agreement. The User will be liable for any acts and/or omissions of its Employees as for its own acts and/or omissions, pursuant to Article 430 of the Civil Code. Any liability of the Service Provider for any acts of an Employee is excluded.
19. Terms of Use – these terms of use of the Sociomatik.com Services.
20. Registration – provision of the appropriate data in the Form.
21. Website – the Sociomatik website operated by the Service Provider, available at [www.sociomatik.com](http://www.sociomatik.com).
22. Websites – websites, such as Facebook, LinkedIn and Twitter, whose web pages/accounts/profiles (as applicable) the User may manage, as well as analyze activity on such web pages/accounts/profiles. The Application allows for managing the content and analyzing activity on the above websites but the Service Provider may extend the Application for use on other websites and, in such an event, the User will be notified thereof by email.
23. Party – the Service Provider or the User.
24. Parties – the Service Provider and the User.

### **III. General Terms of Providing E-services**

1. The services are provided through a data communications system that allows for processing, storing, sending and receiving data via telecommunications networks.
2. The Website, the Application and the Services may be used only on the conditions specified in these Terms of Use.
3. Before Registration, the visitor should review these Terms of Use and the Price List.
4. In order to use the Website, the User should have a computer or a device with software that allows for browsing web pages and provides access to the Internet with the speed of at least 512 kb/s. The Website may be entered through the most popular browsers, i.e., Chrome 9.0 or higher, Firefox 3.1 or higher, Internet Explorer 8.0 or higher.
5. In order to create an Account, an active email address is required.
6. Names (including trade names), brands, descriptions or trademarks published on the Website pages are protected by law. They may not be used without the prior written consent of the authorized parties. Any violation of such rights by the User may result in legal consequences, including indemnity claims by the authorized parties.
7. The Service Provider provides services in the Republic of Poland and abroad.

#### **IV. General Terms of Using the Website**

1. The use of the Services is subject to the payment of applicable fees, except for possible free-of-charge use of services as per the Price List.
2. The use of the Services requires Registration.
3. When using the Website, the User must, in particular:
  - a) comply with these Terms of Use;
  - b) use the Application only to the extent the User is authorized to do so by these Terms of Use;
  - c) refrain from any activities that may hinder or disturb the operation of the Website or Application and from any activities that may hinder other Users' use of the Website or Application;
  - d) refrain from any activities interfering or attempting to interfere with the Website or the Application, in breach of these Terms of Use or generally applicable laws; and
  - e) refrain from any activities that infringe upon other Users' rights.

#### **V. Registration and Execution of the Agreement**

1. The Website Services may be used only after Registration.
2. Registration of the User is effected by completing the Form available from the Website page.
3. The fields of the Form that must be completed are marked as such.
4. Once the Form has been completed and accepted, the Service Provider will send a confirmation of successful Registration to the User's email address, along with information on the successful Account creation and instructions on how to use the system.
5. The confirmation of successful Registration also contains key information concerning the Service Provider, the Service and the obligation to pay for the Service.
6. After successful Registration, an agreement is entered into between the Parties for a specified term that corresponds to the paid-up Subscription Period.
7. The User acknowledges that, by entering into the Agreement, the User agrees to the Service Provider accessing the data of the User's pages/profiles/accounts on the Websites, which may be managed/analyzed through the Application.
8. The Service Provider will use the data referred to in Section V.7 for the purposes of providing the Services. The Service Provider may also process and use those data for the purposes of the Service Provider's preparing and publishing studies and analyses regarding websites. The data used in such studies and analyses will be anonymous, i.e. in particular, they will be published without identifying the entity concerned.
9. The User may not assign any rights or obligations under the Agreement entered into with the Service Provider without the Service Provider's consent which must be given in writing in order to be valid.

#### **VI. User's Account**

1. The registered User, through the Account, manages the Application features by means of the User's Panel and uses the Services provided by the Service Provider.
2. The User uses the Application and the Services included in the selected Package in the relevant Subscription Period. In order to extend the Subscription to be able to use the Application, the User must effect payments as described in these Terms of Use. Seven days before the expiry of the Subscription Period, the Service Provider will notify the User about the required Payment the User must make in order to continue using the Application.
3. The general scope of the Services included in the relevant Package is specified in the Price List available on the Website pages.
4. The Service Provider hereby reserves the right to create Personalized Packages, where the scope

of the Services will be further agreed upon between the User and the Service Provider.

5. Logging in the Account consists in typing the Login and the Password. The Login and the Password to the Account are confidential. In order to ensure proper protection of the Password, the User should change it at least once a month.
6. The User should report any violations of the Login and Password's confidentiality to the Service Provider as soon as such violation is found.
7. Should the Password be lost, the User may request the Service Provider to assign a temporary Password to log in the Account. In order to obtain the temporary Password, the User should use the tool available on the log in Account page. A new Password will be sent to the User's email address in the form of an activation link.
8. The User must not make the User's Account available to any third parties, except for the User's Employees. Possible extension of access to the Account for the User's Employees depends on the type of the Package held.
9. The User holding a Package that allows the User to authorize its Employee to use the Application may grant such authorization on the User's Panel in the Accounts bookmark. From that moment, a User's Employee will also have access to the Account.
10. The User may modify the data provided by the User and check the scope of the Services provided as part of the selected Package at any time, through the Account.
11. The provisions of this Section VI will apply accordingly if the User uses a Test Account.

## **VII. User's Obligations**

1. The User must become familiar with the terms of use of the Websites the User will manage/analyze through the Application.
2. The Service Provider is not liable for any content published by the User on the Websites through the Application.
3. The User may not publish any content violating third party rights, applicable laws, rules of social coexistence or good customs on the Website and/or the Websites. In particular, any content which:
  - a) encourages or promotes racism, fanaticism, hatred or any kind of hurting any groups of people or individuals;
  - b) persecutes or supports the persecution of other people;
  - c) is a manifestation of sexual abuse or violence against people or contains references to pornographic content;
  - d) contains information which causes or poses a threat to the privacy or safety of any person;
  - e) contains information promoting illegal activity or conduct that is abusive, threatening, obscene, defamatory or libelous;
  - f) infringes upon third party intellectual property rights;
  - g) contains links to limited-access or password-protected pages, or contains hidden pages or images (i.e., which are not available from another accessible page or are not linked to such page);
  - h) promotes or encourages criminal activities or ventures, or provides instructions about illegal activities, violating other people's privacy, making available or creating computer viruses;
  - i) contains a trademark/trade name that is owned by another party, and the User has not produced consent for the use of such trademark/trade name issued by the authorized party;
  - j) violates or attempts to violate privacy rights, rights to commercial use of personal property, copyrights, trademark protection rights, contractual rights and other rights of any person; and
  - k) promotes propaganda and/or symbols of organizations which are unconstitutional or illegal.
4. If it is determined that the User publishes the content referred to in Section VII.3 above on the

Websites, or takes any actions hindering or destabilizing operation of the Website, the Service Provider may immediately block such User's ability to use the Application, of which the User will be notified by email.

5. In the event the User does not cease the activity referred to in Section VII.3 above, the Service Provider reserves the right to terminate the Agreement with immediate effect and, consequently, the Service Provider will be entitled to delete the Account, of which the User will be notified by email.
6. If the Account is deleted due to the User's fault or for reasons attributable to the User, the User will not be entitled to claim the refund of the Subscription Fee.

### **VIII. Payment for the Services and Term of the Agreement**

1. In order to use the Services included in a Package, the User must make the Payment.
2. The Payment for the Package is made in advance. The User may make the Payment in advance for several Subscription Periods.
3. The Subscription Period starts on the Registration date. The Subscription Period lasts 30 days from the Registration date. If the Payment is made in advance for several Subscription Periods, the Service Provider will provide Services for the number of Subscription Periods for which the User has paid; in such an event, the Agreement is entered into for a term corresponding to the number of such Subscription Periods.
4. Seven days before the end of the last Subscription Period for which the User made the Payment, the Service Provider will send information on the expiration date of the Subscription Period to the User's email address, along with a proforma invoice for the subsequent Subscription Period(s), which must be paid in order to ensure uninterrupted use of the Services.
5. The User may pay by credit card or via e-transfer, using the payment module in the Application.
6. Credit card payments and e-transfers are serviced by PayLane sp. z o.o., with its registered office in Gdańsk (80-387), ul. Arkońska 6/A3, KRS: 0000227278
7. The User may make the Payment directly to the Service Provider's bank account specified in the proforma invoice. Once the Payment is made, the User may use the Application and the Account in the relevant Subscription Period.
8. If the Payment is made by wire transfer, the Payment date is the date on which the Payment is credited to the Service Provider's bank account.
9. The Service Provider will not be liable towards the User for any delay in commencing the use of the Services included in the selected Package, due to the User providing incorrect or incomplete data required for the Payment.
10. The User may modify the Package at any time by changing the number of users or the scope of Services.
11. If such a new Package is more expensive than the previous Package, the User will receive an invoice corresponding to the selected scope of Services for the next Subscription Period.
12. The Services offered as part of such a new Package will be available for use from the date following the date on which the Payment was credited to the Service Provider's bank account. During the period between the end of the current Subscription Period and the beginning of the new Subscription Period, the Services will be provided without any additional payments for the change of Package.
13. If the change of Package consists in the selection of a less expensive Package, the change will take place starting from the next Subscription Period but no earlier than 14 days from the selection of a less expensive Package.
14. The current Price List with the list of Services included in the Packages is available on [www.sociomatik.com](http://www.sociomatik.com). All prices of the Packages quoted on the Website page are stated both as

net amounts and amounts inclusive of the goods and services tax (VAT).

15. The Service Provider reserves the right to change the prices of Packages specified in the Price List and the information about such change will be posted on the Website pages. For the avoidance of doubt, the new fees will not apply to the Packages already paid by the User. After the expiration of the Subscription Period for which the Package was purchased, the User may purchase the Package for another Subscription Period.
16. In order to obtain a VAT invoice, the User must provide the data required for the issuance of the invoice, in particular, its business name, address and taxpayer identification number (NIP). The User hereby agrees to the issuance, sending and disclosure of electronic invoices.

## **IX. Intellectual Property Rights**

1. The Application is a work within the meaning of the Copyright Act. The User may use the Application as specified in these Terms of Use, the Agreement and generally applicable laws.
2. The User may not use the Application otherwise than as permitted under the Agreement and these Terms of Use. The above restriction does not limit the User's right to use the Application to the extent permitted by generally applicable laws, subject to these Terms of Use.
3. Under the Agreement, the Service Provider grants the User a payable, non-exclusive, non-transferable license, limited to the Subscription Period, to use the Application, including its updates and upgrades, without the right to sublicense the Application, in the following fields of exploitation:
  - a) use of the Application by the User (or persons authorized by the User if the User is entitled to grant such authorization under the relevant Agreement) on computers or other similar devices held by the User, via the Internet, at a time and in a place of the User's choice.
4. The use of the Application may not exceed the scope specified in these Terms of Use and in the Agreement, regardless of the technical capability to use the Application otherwise. The User may not make any modifications to the Application. The User may use the Application only using the tools provided for that purpose to the User by the Service Provider and within the scope permitted by such tools.
5. The User may use the Application only for the purposes of content management (including content publication) on Websites with regard to which the User is authorized to manage their content. The above also applies to the use of the Application as part of the Test Account.
6. The User may not, regardless of the technical means applied, allow third parties to use the Application (except where such right is expressly provided for in the Agreement), or to use the Application for the third party purposes otherwise than as described in Section IX.4 above.
7. The User may not change or delete the information on copyrights and/or other intellectual property rights from the Website or the Application.
8. The User acknowledges that even minor modifications of the Application may cause significant, unpredictable disturbance in the Application's operation. The User will be liable for any modifications of the Application made by the User or by person(s) employed by the User for that purpose.
9. Any use of the Application beyond the scope specified in these Terms of Use will require the Service Provider's express consent which must be given in writing or in an electronic form in order to be valid.
10. Successful Registration means that the User has granted consent for the Service Provider to inform third parties that the User uses the Service Provider's Services including, in particular, the consent for the Service Provider to publish the User's marking, such as, among other things, the business name and trademark identifying the User or the User's goods or services, without territorial limitations, including in the media, on the Internet, in printed matter, and in

audio/video recordings.

#### **X. Termination of the Agreement**

1. The Service Provider may terminate the Agreement for important reasons, i.e., in the event of:
  - a) the User's planned limitation of the scope of Services or cessation of the provision of Services;
  - b) factual or legal circumstances (including changes in legislation) that materially hinder the provision of Services;
  - c) the Service Provider's contractors introducing new terms of use that materially hinder the provision of Services by the Service Provider at the existing level or within the existing scope, which is beyond the Service Provider's control; or
  - d) modifications to the Websites that materially hinder the provision of Services by the Service Provider at the existing level or within the existing scope.
2. Upon termination of the Agreement, the Service Provider may delete the User's Account, including all data recorded in the Application database. The Service Provider will not delete any data or content the User has uploaded to the Websites through the Application.
3. If the User terminates the Agreement before the end of the Subscription Period for which the Subscription Fee has been paid, the Service Provider will not refund the Subscription Fee to the User, either in full or in part.
4. If the Service Provider terminates the Agreement, the Service Provider will refund to the User the portion of the Subscription Fee that would be due for the period after the termination date of the Agreement.
5. The Service Provider may terminate the Agreement with immediate effect by sending an electronic declaration to that effect to the User's email address in the event that the User:
  - a) has violated or violates these Terms of Use;
  - b) has taken or takes steps that threaten the security of data collected on the Website;
  - c) has attempted or attempts to access the Website without authorization to do so;
  - d) has undertaken or undertakes illegal activity through the Website;
  - e) has acted or acts to the detriment of the Service Provider;
  - f) has provided false data during the Registration process;
  - g) has infringed or infringes upon the Service Provider's intellectual property rights and, in particular, author's economic rights of the Service Provider; or
  - h) violates the rules of using Websites (including, in particular, their terms of use).
6. If the Agreement is terminated for reasons specified in Section X.5 above before the end of the Subscription Period for which the Subscription Fee has been paid, the Service Provider will not refund the Subscription Fee to the User, either in full or in part.
7. If the Agreement is terminated with the User who is a Consumer in accordance with the procedure described in Section X.6 above, the Service Provider will refund to the User the portion of the Subscription Fee that would be due for the period after the termination date of the Agreement.
8. The User may not terminate the Agreement in the event of a temporary break in the use of the Services caused by Websites' API failure.

#### **XI. Information on Risks Involved In the Use of E-services**

1. The Website, the Application and the Services are used through the Internet, which entails certain risks involved in the use of that network.
2. The risks involved in the use of the Internet consist in, among other things, the possible introduction of software that may cause damage, such as among other things, "viruses," "bugs," and "Trojans," to a device connected to the Internet. Therefore, it is recommended that the User

has up-to-date software counteracting those risks, such as anti-virus software and software protecting devices against unauthorized access by third parties (firewall).

3. Third parties' efforts aimed at gaining unauthorized access to devices and data, without the User's knowledge and contrary to the User's will, also pose a risk. In order to prevent such attempts, the User is recommended to keep the Password giving access to the Account strictly confidential.

## **XII. Complaints**

1. The User is entitled to make a complaint concerning the provided Services. A complaint may be submitted in writing to the Service Provider's address or in an electronic form, to the Service Provider's email address at [hello@napoleoncat.com](mailto:hello@napoleoncat.com).
2. In the complaint report, the User should specify the reason for the complaint and the actions the User expects the Service Provider to undertake.
3. Complaints will be examined within 21 days from the date they are received by the Service Provider. The Service Provider will notify the User about the result of the examination by sending a message to the User's email address or, should this be impossible, by sending a written notice to the User's postal address.
4. If the complaint is recognized, the Service Provider will take measures to remedy the condition underlying the complaint; otherwise, the Service Provider will provide justification for its refusal to recognize the complaint.
5. The Service Provider is liable towards the User who is a Consumer, in accordance with the principles set out in the Act of May 30, 2014 on Consumer Rights.
6. Whether the User is a business entity or a Consumer, the User may rescind the Agreement pursuant to Article 27 of the Act of May 30, 2014 on Consumer Rights, as the Services involve digital content that is not recorded on a material carrier and their provision was commenced with the Consumer's express consent before expiration of the deadline for rescinding the Agreement, of which the Consumer was notified and expressed its consent thereto by accepting these Terms of Use.

## **XIII. Exclusion of Liability**

1. The Service Provider reserves the possibility of the Website, Application and Services being temporarily unavailable for technical reasons, e.g. software/hardware update, maintenance, inspection or replacement.
2. Where the interruption or temporary suspension of the Website, Application or Services' availability is predictable, the Service Provider will advise the User thereof in advance on the Website homepage.
3. The Service Provider will not be liable for the non-performance or improper performance of its obligations for reasons non-attributable to the Service Provider. The Service Provider's liability for the non-performance or improper performance of its obligations will be limited to actual damage, not exceeding three times the Service Provider's average monthly net remuneration received from the User in a year in which the damage occurred.
4. The Service Provider will not be liable for its inability to provide the Services due to the external contractors (including the Service Provider) being cut off from APIs, for the loss of the Service history due to the external contractors (including the Service Provider) being cut off from APIs and for differences between statistics reported by the Service Provider and those provided by the Websites.



#### **XIV. Privacy Policy**

1. The User agrees to protect the Service Provider's personal data in the User's possession, pursuant to the Act of August 29, 1997 on Personal Data Protection.
2. Users may review their data, receive information on the purpose and scope of data collection, correct and delete such data.
3. Upon Registration, the User agrees to the Service Provider processing the User's personal data for the purposes of providing the Services.
4. Upon Registration, the User may agree to receive commercial information and marketing activities in forms permitted by law, the Act of July 18, 2002 on the Provision of E-Services and the Act of August 29, 1997 on Personal Data Protection.
5. Upon Registration, the User agrees to the issuance of invoices without the User's signature.
6. The Service Provider is the data administrator of personal data files.
7. The personal data files transferred to the Service Provider are notified to the Inspector General for Personal Data Protection (*Główny Inspektor Ochrony Danych Osobowych - GIODO*).
8. The Service Provider will protect the personal data received and will use its best efforts to protect them against unauthorized access or use. The collected personal data files will be treated as a separate database and kept on the Service Provider's server, in a special security zone that will guarantee adequate protection.
9. The Service Provider will not transfer, sell or disclose the collected personal data of the User to any other persons or institutions, unless with the express consent or at the express request of the User, pursuant to applicable laws or at the request of the prosecutor's office, police or another competent authority, in the event of a breach of law by the User.

#### **XV. Cookies**

1. The Website does not collect any information automatically, except for information contained in cookies.
2. Transactional data, including personal data, provided by the Customer upon payment are processed by PayLane Sp. z o.o., payment institution acting as a payment intermediary.
3. Cookies are computer data, in particular text files, that are stored on the Website User's terminal device and are intended for using the Website pages. Cookies typically contain the name of the web page they come from, the time of their storage on the terminal device and their unique number.
4. The Service Provider, as the operator of the Website, is the entity that places cookies on the Website User's terminal device and has access to them.
5. Cookies are used for the following purposes:
  - a) to adjust the content of the Website pages to the User's preferences and optimize the use of the web pages; in particular, those cookies allow for identifying the Website User's device and accordingly displaying the web page adjusted to the individual needs of the User;
  - b) to prepare statistics which help to understand how the Website Users use the web pages so as to improve the structure and content of such web pages; and
  - c) to keep the Website User's session (after logging in) so that the User does not have to type the login and password on each subpage of the Website.
6. The following two main types of cookies are used on the Website: session cookies and persistent cookies. Session cookies are temporary cookies that are stored in the User's terminal device until the User logs out, leaves the web page or closes the software (the browser). Persistent cookies are stored in the User's terminal device for the time set in the cookies' parameters or until they are deleted by the User.

7. The Website uses the following cookies:
  - a) strictly necessary cookies that enable the User to use the services available on the Website, e.g., authentication cookies used for services that require authentication on the Website;
  - b) cookies used to ensure security, e.g., used to detect Website authentication abuses;
  - c) performance cookies used to collect information on how visitors use the Website pages;
  - d) functional cookies that record information about choices the User has made and customize the User's interface, e.g., with respect to the selected language or region from which the User comes, font size, website layout, etc.; and
  - e) advertising cookies that allow for supplying advertising content which is tailored to suit interests of individual Users.
8. In many cases, software used for browsing web pages (the browser) by default accepts the storage of cookies in the User's terminal device. The Website's Users may change cookie settings at any time. These settings may be changed so as to automatically block cookies in the browser's settings or display relevant information each time cookies are placed on the Website User's device. Detailed information on managing cookies is available in the program (browser) settings.
9. Limitations regarding cookies may affect certain features available on the Website pages.
10. Cookies placed on the Website User's terminal device may also be used by advertisers and partners cooperating with the Website's operator.
11. For more information about cookies, please visit <http://wszystkoociasteczkach.pl/> or check out the Help section in the browser.

#### **XVI. Modification of the Terms of Use**

1. The Service Provider reserves the right to modify these Terms of Use with notice provided to the Users seven days in advance.
2. The Service Provider will notify the Users about modification of these Terms of Use by sending email messages with the relevant information and the text of the restated Terms of Use to the Users, and by posting the relevant information and the restated Terms of Use on the Website.
3. If the User does not accept the modifications of the Terms of Use, it may terminate the Agreement by email or in writing within seven days from the receipt of an email message on the modification of these Terms of Use or deletion of the Account.
4. The Users who register after the posting of the Terms of Use's modifications and before their effective date will be bound by the existing Terms of Use and will become bound by the modified Terms of Use as of their effective date.
5. The Users who register after the posting of the Terms of Use's modifications and before their effective date will be requested to grant their consent to the modification of the Terms of Use upon Registration. Consequently, those Users will not receive separate email notifications about the modifications and will not be entitled to terminate the Agreement due to the introduction of modifications.

#### **XVI. Final Provisions**

1. These Terms of Use and the Services provided hereunder are governed by the laws of the Republic of Poland.
2. Applicable provisions of Polish law, including in particular the Civil Code, the Act on the Provision of E-services and the Act on Consumer Rights, will apply to all matters not regulated hereby.
3. Any and all disputes between the Parties, in particular, disputes regarding the validity, interpretation, non-performance or improper performance of Agreements, will be submitted for resolution by Polish courts. Any and all disputes between the Service Provider and the User, including in particular disputes regarding the validity, interpretation, non-performance or

improper performance of the Service, will be resolved by a court of competent jurisdiction over the Service Provider's registered office and address; if the User is a Consumer, such disputes will be resolved by a competent court in accordance with generally applicable laws.

4. If these Terms of Use are also drawn up in a language other than Polish, in the event of any discrepancies between different language versions, the Polish version shall be binding.
5. These Terms of Use are available online from [www.sociomatik.com](http://www.sociomatik.com). The User may also download these Terms of Use from the above page and save them on the User's own data carrier.