

Terms and Conditions

General provisions

1. The Terms and Conditions define the type and scope of services provided through the Sellizer Website, operating at sellizer.io (hereinafter: Website), as well as the rights and obligations related to the use of the Website.
2. The Website enables the use of the Sellizer web application, a tool that supports sales and facilitates building relationships with Clients.
3. The owner of the Website is Sellizer Spółka z ograniczoną odpowiedzialnością with its registered office in Rzeszów 35-234 at 11A Stanisława Trembeckiego Street, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, XII Commercial Division of the National Court Register under number 0000751840, tax identification number (NIP): 5170395135, statistical number (REGON): 381498588 (hereinafter: Provider).
4. The User may contact the Provider in all matters concerning the use of the Website by e-mail at: kontakt@sellizer.pl, by telephone at: +48 501 190 271 or by post at the Provider's registered address.

Definitions

1. Provider, Operator - Sellizer Spółka z ograniczoną odpowiedzialnością with its registered office in Rzeszów 35-234 at 11A Stanisława Trembeckiego Street, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, XII Commercial Division of the National Court Register under number 0000751840, tax identification number (NIP): 5170395135, statistical number (REGON): 381498588.
2. Website - Sellizer application and webpage operating at the Internet address <https://app.sellizer.pl> and maintained by the Operator, under the conditions specified in the Conditions.
3. User - means:
 - (i) a natural person, including a Consumer or Privileged Entrepreneur, who has full legal capacity,
 - (ii) a legal person or an organizational unit that is not a legal person, which is granted legal personality by law, and which uses the Services provided by the Operator who uses or intends to use the Website.
4. Login - the User's e-mail address which is a unique identifier of the User on the Website.
5. Password - a string of characters specified by the User and assigned to the User. The password is required for logging in the User's Account.
6. Consumer - a natural person who makes a legal transaction with an entrepreneur not directly related to his/her business or professional activity
7. Privileged entrepreneur - means a natural person who enters into a contract with an entrepreneur directly related to his/her business activity, but which does not have a professional character for him/her
8. Account, Account Service - a set of services provided by the Website together with individual settings of the User, thanks to which the User may use selected functionalities of the Website, in the manner specified in the Conditions. The Account collects personal data and information about the User's activities within the Website.
9. Dependent Accounts - additional and dependent accounts defined within the Account, allowing use of the Website in accordance with the rights granted by the Account User

10. Trial Period - a period of consecutive 14 (fourteen) days, as indicated by the Provider, during which access to the Account, is made available to the User free of charge. During the Trial Period, the User may use all features of the Application, with the proviso that access to the tool which allows the User to define his/her own consents for personal data processing is possible only after providing payment details and activation of his/her own domain by the User.
11. Subscription Period - the period of provision of the Account access Service, for which the User pays the Subscription Fee.
12. Plan - the variant of access to the Account, specified by the Provider in the price list. Plans may differ in terms of the type of available functionalities of the Website.
13. Registration - a one-time action, consisting of the creation of an Account by the User, performed using the registration form provided by the Provider on the Website.
14. Application - software installed on the Provider's servers and made available to the User in the SaaS model, via a web browser, at the web address assigned to the Client. The use of the Application is possible after logging into the Account using the Login and Password. A full description of the functionality of the Application is available at: <https://www.sellizer.io/functions>. Information on possible integration of the Application with external systems and software, can be found at: <https://www.sellizer.io/integrations>
15. Service - the Service or Services provided electronically by the Provider, through the Website and under the terms set forth in the Regulations.
16. Account Settings Panel - a subpage of the Website available at <https://app.sellizer.io/account/edit>, where the User may edit his/her Account settings.
17. Agreement - an agreement for electronic provision of the Service of access to the Application through the Account and for entrusting the processing of personal data, concluded between the User and the Provider upon registration of the Account, with content corresponding to the content of the Conditions. To the extent of services provided electronically, these Conditions constitute the rules and regulations within the meaning of the Act of July 18, 2002 on Electronically Supplied Services. With respect to digital content and digital services made available under the Agreement to Consumers and Privileged Businesses, the Agreement constitutes an agreement for the provision of digital content or digital service, within the meaning of the Act of May 30, 2014 on Consumer Rights.
18. Conditions - these terms and conditions of the Website.
19. Server Infrastructure - the technical environment maintained and administered by the Provider on which the Application runs. It consists of such elements as servers, operating systems and a voltage support device.
20. Web browser - software installed on the User's device, used to communicate with the Website.

Types and scope of Services provided on the Website

1. The Provider shall enable Users to use the following Services through the Website:
 - (i) Access to the Application through an Account (Account Service).
 - (ii) Contact Form
 - (iii) Affiliate enrollment form
 - (iv) Application presentation sign-up form
 - (v) Contacting the Provider via chat room
2. Provision of the Application access Service requires registration of a User Account. Provision of the other Services referred to in point 1 is possible without registration, but requires the User to provide the data specified in the relevant forms.
3. **Account** - in order to register an Account, select the box: create a free account, and then complete the registration form by:

- (i) providing Login and Password,
- (ii) confirming, by checking a separate box, that the User has read the Conditions and Privacy Policy and accepts the conditions set forth therein,
- (iii) selecting the option *Registration*.

After registration, an activation link will be sent to the email address provided by the User. Activation of the Account takes place after the User logs into the Account using the indicated link. If the Account is not activated by the link, the Account and the data provided by the User will be deleted by the Provider.

Logging into the Account takes place on the basis of the Login and Password created during the Registration process, after selecting the option *Login*.

The Account Service is provided for a fee for a limited period of time, equal to the Subscription Period selected and paid by the User, or free of charge (during the Trial Period only). The User has the option, at any time and without giving any reason, to delete the Account by sending an appropriate request to the Provider.

4. **Contact Form** - in order to use the Contact Form, available in the Service tab: Contact, you should:
- (i) fill out the Contact Form, by providing: first and last name, contact information (e-mail address, telephone number) and entering the content of the message addressed to the Service Provider.
 - (ii) select the Send Message option

The Contact Form service is provided free of charge and has a one-time nature and is terminated when the User sends a message through it.

5. **Affiliate Program Enrollment Form** - to use the Enrollment Form, available on the Service tab: Affiliate Program, you must:
- (i) fill out the Enrollment Form by providing: your name, contact information (email address, phone number), subject line and the content of the message addressed to the Service Provider;
 - (ii) select the Join the Program option

The Enrollment Form service is provided free of charge and is one-time in nature and terminates when the User sends a message through it.

6. **Application presentation sign-up form** - to use the sign-up Form, available in the Website tab: Demo Agreements, you must:
- (i) Select the date and time of the presentation, taking into account the relevant time zone,
 - (ii) Complete the sign-up Form, by providing your name, email address, telephone number (mandatory data to use the Service) and indicating the number of people employed in the sales department and the average number of offers sent per month by the sales department of the User who is enrolling (optional data)
 - (iii) Select the option *Schedule Event*

Once the Provider accepts the date of the presentation, an email confirming the meeting details will be sent to the email address provided by the User.

The sign-up Form Service is provided free of charge and is one-time in nature and terminates when the presentation date is booked.

7. **Chat** - in order to contact the Provider via the chat service, available on the Website, you must:
 - (i) click on the chat widget and select the option Have questions? Write to us!
 - (ii) select the option *Start Conversations* and enter the content of the message.

The Chat Service is provided free of charge and is of a one-time nature and is terminated upon completion of communication with the User through it.

8. **Newsletter** - by registering an Account, using the Contact Form or the Enrollment Form, the User may give his/her consent by checking the appropriate checkbox, for the Provider to send a newsletter to the User's e-mail address, containing commercial and marketing information, information about new services and features on the Website, as well as about ongoing training and events.

The Newsletter service is provided free of charge for an indefinite period of time. The User has the possibility, at any time and without giving any reason, to unsubscribe from the Newsletter, by using the link: *Click to unsubscribe*

Technical requirements

1. Use of the Website possible provided that the User has:
 - (i) A device with access to the Internet,
 - (ii) Web browser that allows use of the Website
 - (iii) An active e-mail account
2. The Website has been adjusted to work properly in the following browsers: Microsoft Edge version 41 (EdgeHtml 16), Firefox version 50.0 or higher, Chrome version 60.0 or higher, and Safari version 9.0 or higher. Your browser should have cookies and Java Script enabled. However, errors are reserved, which must be reported to the Operator using the data available on the Website or the Application.
3. The Provider shall not be liable for malfunctioning of the Website or lack of access to the Website caused by the User's failure to meet the aforementioned technical requirements.

Rights and obligations of the Parties

1. In particular, the User shall:
 - (i) use the Website in accordance with the provisions of these Conditions,
 - (ii) comply with the provisions of the anti-spam policy
 - (iii) provide true and current data during the Account Registration process, as well as during the use of the Application
 - (iv) protect the Login and Password from unauthorized access by third parties, and in the event of unauthorized use of the Account by third parties, to notify the Provider of this fact. The Provider shall not be responsible for the consequences of the User's violation of the security rules regarding the confidentiality of the Login and Password.
 - (v) not to send content of an unlawful nature or violating good morals via the Website
 - (vi) not to use software that may interfere with the operation of the Application, and not to reverse engineer or decompile the Application.
2. The User is entitled to free technical support for the use of the Application, which can be obtained by contacting the Provider via e-mail: kontakt@sellizer.pl and to additional forms of technical support, depending on the selected Plan.

3. The User is the owner of all content, including personal data, entered into the Website by him or the Users of the Dependent Accounts he has enabled to access the Application and is responsible for its legality.
4. The User agrees that the Provider may use the User's logo and company name for marketing purposes, in terms of presentation on the reference list on the Website.
5. The Provider undertakes to provide the Services with due diligence and in accordance with the rules set forth in these Conditions.
6. The Provider reserves the right to make changes to the Application, including its modification, introduction of additional features, changes in the appearance and operation of individual elements.
7. The Provider shall make every effort to ensure that access via the Website is possible without interruption, which does not exclude the Provider's right to order a Technical Break and temporarily limit or exclude all or part of the above access. The Provider shall inform Users of planned interruptions or disruptions in the operation of the Website due to a Technical Break or other planned activities in a message displayed in the Application.
8. The Provider shall have the right to suspend or restrict access to the Account and the Application, as well as to delete the Account in the event of the User's use of the Website in a manner inconsistent with these Conditions or generally applicable laws.

Payments:

1. The provision of the Application access Service through the Account is either paid or free of charge (only during the Trial Period), depending on the selected Plan and in accordance with the price list of the Website. The Provider shall commence the provision of the paid Account Service only after it has been paid by the User, according to the conditions specified in the Conditions and the price list.
2. The amount of fees for use of the Account Service depends on the Plan and the Subscription Period for which access to the Application has been purchased. Up-to-date information about the Plans, including the amount of fees and the Application functionalities available under each Plan, is provided in the price list on the Website: <https://www.sellizer.io/pricing>.
3. The use of certain functionalities of the Application may be limited by a volume limit, the amount of which may vary depending on the Plan. If the User reaches the limit of use of such functionalities, as specified in the Plan purchased by the User, further use of the Application, until the expiration of the Subscription Period, will be limited accordingly. The User will be notified at the email address provided or through a message in the Application whenever the limit is reached.
4. The User may pay the Account Service Fee using the following payment methods:
 - (i) by online transfer (via PayU),
 - (ii) by credit card,
 - (iii) by traditional transfer on the basis of a proforma invoice - after individual agreement with the Provider
5. A VAT invoice for the use of the Account Service shall be issued upon payment by the User. The User agrees that the Provider may issue VAT invoices in electronic form and send them via email to the email address indicated by the User.
6. the User is entitled to a 14-day free Trial Period, during which the User may, without payment of any fees, use the Application. The free Trial Period may be extended in the case of periodic promotions, special offers or in the event of an individual agreement with the Provider in this regard.

7. If the User fails to pay for the use of the Application by the end of the Trial Period, the shall have the right to permanently delete the User's Account, including all data, backups and restoration of the Internet address under which the Application was made available to the pool of free addresses.
8. After the expiration of the Subscription Period paid by the User, in order to extend the Account Service for another Subscription Period, payment is required in accordance with the currently applicable price list.
9. If the User fails to make timely payment for the next Subscription Period, the Provider shall have the right to suspend the provision of the Account Service and block access to the Application, with the retention of the User's data on the server for a period of 30 days from the due date of payment for the next Subscription Period. After the expiration of the period indicated in the foregoing paragraph, the Provider shall have the right to permanently delete the User's Account, including all data and backups, and to restore the Internet address under which the Application was made available to the pool of free addresses.
10. Failure by the User to use the Account Service despite having paid for it, or cessation of use of the Account Service before the expiration of the Subscription Period, including as a result of deletion of the Account, shall not constitute grounds for refund of the fees paid by the User.
1. **Application Security** To ensure the secure transmission, storage and archiving of data on the Application, the Provider shall take appropriate technical measures, including:
 - (i) ensures that the Application can be accessed only through an encrypted SSL connection authorized by an appropriate certificate,
 - (ii) undertakes to back up the database no less frequently than every 24 hours
 - (iii) ensures that the daily backups created are maintained for a period of not less than 7 days from the date of the backup.

Complaints

1. The User may submit a complaint regarding the Services provided through the Website.
2. A complaint should be sent by e-mail to: kontakt@sellizer.pl and should contain: the User's contact details, his/her Login on the Website, the time when the problem occurred and its detailed description.
3. The complaint will be considered no later than within 14 days. The Provider's response to the complaint will be sent to the User's e-mail address provided in the complaint.
4. If the Provider considers the reported complaint to be valid, it may offer the User a discount or a free period of use of the Application. The result of a successful complaint is not financial compensation.

Intellectual Property

1. All materials posted on the Website, including the graphic design, the solutions used, the layout of the content, the Application and any other elements of the Website that constitute works within the meaning of the Act of February 04, 1994 on Copyright and Related Rights enjoy the protection provided by law and are the property of the Provider. This provision does not apply to content posted on the Website by the User.
2. Upon Account Registration, the Provider grants the User a free, and after the Trial Period a paid, non-exclusive and non-transferable License to use the Application, solely to the extent necessary to provide the Account Service and in a manner consistent with the Conditions. The License is granted without territorial restrictions.

3. The License is granted for a Trial Period, and after the expiration of the Trial Period, for the designated Subscription Period for which the User has paid, and shall be renewed upon payment for the next Subscription Period.
4. The Provider grants the User a license to use the Application in the following fields of use:
 - (i) use of the Application by the User and, for this purpose, launching and displaying the Application in a web browser;
 - (ii) permanent or temporary reproduction in temporary or operational memory to the extent necessary for the use of the Application.
5. Subject to points 2 and 3, the User's use of the Website does not imply the acquisition by the User of any intangible rights to the Provider's materials made available on the Website.
6. The User shall not be entitled to:
 - (i) Permanently or temporarily reproduce the Application in whole or in part using any technique to an extent beyond the ordinary use of the Application described in the Conditions
 - (ii) Make any corrections, modifications and changes to the structure of the Application in the resulting version or parts thereof,
 - (iii) Disseminate, including lending or renting, leasing, making available for free use the Application in whole or in part, including services implemented based on the Application API functions
 - (iv) To sublicense or assign to third parties the rights under this Agreement.
 - (v) Use the Application in any manner other than that specified in the Conditions without the prior written consent of the Provider.

Responsibility

1. User shall be fully responsible for the content (including documents, files, messages, data) posted, stored and transmitted by User through the Website and shall ensure that such content:
 - (i) Does not violate any rights of third parties, including intellectual property rights, database rights, personal rights, business secrets or confidentiality obligations
 - (ii) Constituting personal data, is processed by the User in accordance with applicable data protection laws, including the relevant legal basis
 - (iii) Does not violate laws on sending unsolicited commercial information or direct marketing
 - (iv) Does not have an offensive, vulgar, pornographic or otherwise violate the provisions of applicable law or morality
2. The Provider is not responsible for the content posted on the Website by Users. The Provider reserves the right to modify or remove content posted by Users on the Website in the event of a suspicion, including as a result of receiving a notification from the User, a third party or an authorized body, that the content posted, stored or transmitted by the User may violate or attempt to circumvent the law or the provisions of the Conditions.
3. The Provider shall not be liable for any damages, including loss of data, resulting from the malfunction of the Website, including its failure or interruption in operation, which was caused by:
 - a. The User's failure to meet the Technical Requirements necessary to use the Website, or the User's use of the Website in a manner inconsistent with its purpose or the Conditions, or the User's violation of the security rules in terms of sharing the Login and Password with third parties,

- b. Acts or omissions of third parties for which the Provider is not responsible, including hacking attacks or unlawful use of content posted by the User on the Website,
 - c. Causes that did not result from the actions or omissions of the Provider, and the Provider could not have prevented or reasonably foreseen them (including force majeure, failure of the ICT system, power grid, updates, interruptions in the supply of utilities and services necessary for the operation of the Website, changes in applicable regulations).
4. The Provider shall not be liable for lost profits and indirect damages caused by the use, malfunction or inability to use the Website. The Provider is not responsible for the lack of interest in and response to the content sent by Users, as well as does not guarantee them any financial results from sales.
 5. To the extent permitted by mandatory provisions of law, the total aggregate liability of the Provider in connection with the performance of the Services, regardless of the basis on which such liability arises, shall be limited in each case to PLN 5,000 (five thousand zlotys).

Termination of the Agreement

1. The User may terminate the Agreement for the provision of the Account Service after the expiration of each full Subscription Period by not paying the next Subscription Period. If the User pays the next Subscription Period, the subscription to access the Account Service shall be extended by the length of the selected Subscription Period.
2. The User may terminate the Agreement for the provision of the Account Service before the end of the Subscription Period, without being entitled to a refund of the fees paid.
3. The Provider may terminate the Agreement for the provision of Account Services without notice for valid reasons, in particular if the User uses the Website in a manner that violates the rights of the Provider or third parties.

Provisions concerning Users who are Consumers or Privileged Entrepreneurs:

1. The provisions contained in this section shall apply to Users who are Consumers or Privileged Entrepreneurs. In the event that any provisions of the Conditions are less favorable to a Consumer or Privileged Entrepreneur than the mandatory provisions of the law, the relevant provisions of the law, including the s Act of May 30, 2014 on Consumer Rights, shall apply instead.
2. The User who is a Consumer or Privileged Entrepreneur, may withdraw from the Agreement without giving any reason or incurring any costs, within 14 days from the conclusion of the Agreement.
3. In order to meet the deadline for withdrawal from the Contract, it is sufficient to send the Provider a statement of withdrawal before its expiration by electronic means through the Website. The statement of withdrawal from the Contract may be submitted using the model form of withdrawal from the Contract, attached to the Conditions
4. The Provider will immediately send the Consumer or Privileged Entrepreneur an acknowledgement of receipt of the withdrawal statement. In case of withdrawal, the Provider will be entitled to block the Account of the Consumer or Privileged Entrepreneur.
5. The Provider shall refund the funds paid by the Consumer or Privileged Entrepreneur within 14 days of receipt of the withdrawal statement, using the same method of payment using the same method of payment used by the Consumer or Privileged Entrepreneur, unless the Consumer or Privileged Entrepreneur expressly agreed to a different method of refund.
6. The Provider shall, at the request of the Consumer or Privileged Entrepreneur, make available to the Consumer or Privileged Entrepreneur the content other than personal data provided or

produced by the Consumer or Privileged Entrepreneur in the course of using the Services provided by the Provider.

7. A Consumer or Privileged Entrepreneur shall not have the right to withdraw from a Contract for the provision of digital content not delivered on a tangible medium for which he or she is liable to pay the price, if the Provider has commenced performance with the express and prior consent of the Consumer or Privileged Entrepreneur, who has been informed prior to the commencement of performance that he or she will lose his or her right to withdraw from the Contract after performance by the Provider, and has acknowledged this, and the Provider has provided the Consumer or Privileged Entrepreneur with confirmation of the consent given.
8. The content or digital service shall be in compliance with the contract if, in particular, its description, type, quantity, completeness, compatibility, functionality, interoperability, and availability of technical support and updates, if required for the service or content of the type in question, remain in compliance with the agreement.
9. In the event of non-conformity of the service or digital content with the contract, the Consumer or Privileged Entrepreneur shall have the right to demand that the content or digital service be brought into conformity with the agreement.
10. The Provider shall be liable for the non-conformity with the agreement of the content or digital service delivered continuously throughout the period of delivery of the digital content or service.
11. The Provider shall bring the digital content or service into conformity with the agreement within a reasonable time from the moment it is informed by the Consumer or Privileged Entrepreneur of the lack of conformity with the contract and without undue inconvenience to the Consumer or Privileged Entrepreneur, taking into account its nature and the purpose for which it is used.
12. The cost of bringing the content or digital service into conformity with the contract shall be borne by the Provider.
13. If it is not possible or requires excessive costs on the part of the Provider to bring the content or digital service into conformity with the contract or the non-conformity of the digital content or digital service with the agreement continues to exist despite the fact that the Provider has attempted to bring the service or digital content into conformity with the contract or the non-conformity with the contract is significant, the Consumer or Privileged Entrepreneur may request a reduction in their price or withdraw from the agreement.
14. The Consumer or Privileged Entrepreneur shall be required to read the Technical Requirements necessary for the use of the Website, in particular the digital content or service, as set forth in the Conditions. The Consumer or Privileged Entrepreneur is obliged to cooperate with the Provider, to a reasonable extent and with the least burdensome technical means, in order to determine whether the failure of the digital content or digital service to comply with the agreement in a timely manner is not due to the characteristics of the Consumer's or Privileged Entrepreneur's digital environment and its incompatibility.
15. The Provider will consider a complaint of non-conformity of the content or digital service with the agreement within 14 days from the date of its receipt, sending a response to the email address indicated by the Consumer or Privileged Entrepreneur. The complaint should include at least:
 - (i) Name of the Consumer or Privileged Entrepreneur
 - (ii) Description of the complaint
 - (iii) The date on which the non-conformity of the service or digital content with the agreement became apparent

16. The Provider shall refund to the Consumer or Privileged Entrepreneur the price due for exercising the right of withdrawal or price reduction immediately, no later than within 14 days from the date of receipt of the Consumer's or Privileged Entrepreneur's statement, using the same method of refund that the Consumer or Privileged Entrepreneur used, unless the Consumer or Privileged Entrepreneur expressly agreed to a different method of refund.
17. The Provider informs that a Consumer or Privileged Entrepreneur may use the following out-of-court ways to pursue claims: the assistance of a municipal or district consumer ombudsman, provincial inspectorates of the Commercial Inspection or one of the social organizations whose statutory tasks include consumer protection, e.g. the Consumer Federation. Further information on out-of-court means of resolving disputes, handling complaints and pursuing claims is available at the offices or Websites of consumer ombudsmen, provincial inspectorates of the Commercial Inspection, relevant social organizations and at addresses available on the Website of the Office of Competition and Consumer Protection: www.uokik.gov.pl/wazne_adresy.php. The platform for online dispute resolution between Consumers and businesses at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. Any disputes between the Provider and a Consumer or Privileged Entrepreneur will be resolved by the competent courts, in accordance with applicable law.

Data processing agreement

1. By entering into an Agreement with the Operator, the User entrusts the Operator with the processing of Personal Data, to the extent specified in point 2, for the purpose of providing the Services specified in the Agreement, and the Operator undertakes to process such Personal Data in accordance with the Agreement. The performance of the obligations set forth in the present paragraph does not involve any monetary consideration on the part of the User, and all financial settlements will be made under the Agreement.
2. The User entrusts the Operator with the following categories of Personal Data:
 - (i) personal data of the User: name, surname, e-mail address, telephone number, company name, address data (street, city, postal code, country), Tax ID number
 - (ii) personal data of the User's current and potential clients: first name, last name, e-mail address, telephone number, position, company name, address data (street, town, postal code, country), Tax ID number,
 - (iii) personal data about the User's employees and associates: name, e-mail address, position, company name,
 - (iv) analytical data about the User's current and potential customers regarding their activity in connection with the User's transmission of a message (including an e-mail message or file) through the Service: IP number, date of opening the message, browser used, time spent viewing the message, data regarding focus on a particular part of the message, number of accesses to the content of the message, list of interactions with particular elements of the message, customized settings for viewing the message.

Personal Data will be processed by the Operator for the term of the Agreement, and after its termination - for the period of limitation of claims under the Agreement. The processing of Personal Data will be carried out electronically and will include operations such as collection, recording, organizing, storing, using, disclosing through transmission, anonymizing, deleting.

3. The User declares that he is the Data Controller of the Personal Data entrusted to the Operator. The User is responsible for ensuring that the Personal Data has been collected and is processed on a valid legal basis, in particular, appropriate consents of data subjects have been obtained, or there is another basis for the User to process the Personal Data. The User shall indemnify and hold the Provider harmless from and against any claims made against the Provider related to the User's violation of the Conditions or data protection regulations.
4. As part of the Application, the Provider shall provide the User with a tool for configuring the scope and content of the data subjects' consents regarding the processing of the data specified in point 2 (iv) (Consent Management Platform). The use of the Consent Management Platform is optional and does not relieve the User of the responsibility referred to in point 3. The Provider is not responsible for the User's use of the Consent Management Platform, including the forms and templates provided in the Platform. All decisions regarding the completion and use of the forms and templates made available on the Consent Management Platform shall be made by the User on his/her own, and nothing on this Platform shall be considered as a suggestion regarding the above activities. Any content posted on the Consent Management Platform is for informational purposes and does not constitute legal advice or any other advice.
5. The Provider shall be entitled to process Personal Data, as defined in point 2(iv), also for the purpose of aggregation and, if possible, anonymization, for the purpose of benchmarking, statistical analysis, market research other forms of data analysis related to the development of the Provider's products and services.
6. In processing Personal Data, the Operator undertakes to comply with the regulations on personal data protection, in particular the General Data Protection Regulation ("GDPR").
7. The Operator declares that it has taken effective technical and organizational measures to secure Personal Data against its access to unauthorized persons, taking by an unauthorized person, processing in violation of the law, and damage, destruction, loss or unreasonable modification. The Operator declares that the measures applied by it remain in compliance with the provisions of the GDPR on processing security, including Article 32.
8. The Operator undertakes to maintain the secrecy of the Personal Data and ways of securing them, including after the termination of the Agreement, and undertakes to ensure that its personnel and other persons authorized to process the entrusted Personal Data, undertake to maintain the secrecy of the Personal Data and ways of securing them, including after the termination of the Agreement.
9. The Operator undertakes, taking into account the nature of the processing and the information available to it, to assist the User in complying with the obligations set forth in Articles 32-36 of the GDPR; in particular, the Operator undertakes to provide the User with information and carry out the User's instructions regarding the measures used to secure the personal data entrusted to the Operator, incidents of violation of the protection of personal data which are the subject of the Entrustment Agreement and notification thereof to the supervisory authority or personal data subjects, assist in carrying out data protection impact assessments, and in carrying out prior consultation with the supervisory authority and implementation of the authority's recommendations.
10. The Operator undertakes to provide the User, within 36 hours of the detection of an incident, with information about the breach of protection of personal data entrusted to the Operator, including information necessary for the User to report the breach of data protection to the supervisory authority referred to in Article 33 (3) of the GDPR.
11. The Operator undertakes to assist the User, as far as possible, through appropriate technical and organizational measures and under separate arrangements, in fulfilling its obligation to

respond to requests from data subjects in exercising their rights set forth in Chapter III of the GDPR.

12. The Operator undertakes to inform the User immediately if, in the Operator's opinion, the instructions given to the User constitute a violation of GDPR or other data protection laws.
13. The Operator undertakes to comply with any instructions or recommendations, if any, issued by a supervisory authority or an EU advisory body dealing with the protection of personal data, regarding the processing of personal data, in particular with respect to the application of the GDPR.
14. The Operator undertakes to notify the User immediately of:
 - a. the initiation of an audit by a supervisory authority dealing with the protection of personal data in connection with the entrustment of the Operator with the processing of Personal Data, as well as any administrative decisions or orders issued against the Operator in connection with the above;
 - b. initiated or pending administrative, judicial or pre-trial proceedings related to entrusting the Operator with the processing of Personal Data, as well as any decisions, stipulations or judgments issued against the Operator in connection with the above;
 - c. any incidents concerning the Operator's entrusted processing of personal data, including obtaining accidental or unauthorized access to entrusted personal data, cases of alteration, loss, damage or destruction of entrusted personal data;
15. If the Operator uses a sub-processor to carry out certain processing activities (on behalf of the User), it shall do so by way of an agreement that imposes on the sub-processor substantially the same data protection obligations as those imposed on the Operator under the Agreement. The Operator shall ensure that the sub-processor complies with the obligations to which the Operator is subject under the Agreement and the GDPR.
16. In the event of termination of the Agreement, the User shall retrieve or delete the Personal Data, within 14 days after the termination of the Agreement. After the expiration of this period, the Operator is obliged to delete any Personal Data entrusted under the Data Processing Agreement, no later than one month after the termination of the Agreement. This obligation shall not apply if the Operator has another lawful basis for further processing of the data, including in terms of storing the data to demonstrate the correctness of the performance of services to the User - until the expiration of the statute of limitations for claims.
17. The User undertakes to comply with the information obligation to data subjects regarding personal data processed in connection with the performance of the Agreement.
18. The Operator shall apply the following technical and security requirements for the processing of personal data, in order to protect the data and prevent breaches:
 - a) The Operator shall employ appropriately qualified personnel with clearly defined roles and responsibilities within its information security organization to coordinate the implementation of safeguards for the organization receiving the data. The Operator shall effectively segregate roles and responsibilities to prevent misuse or unauthorized or inadvertent alteration of personal data. Each staff member shall be contractually obligated to keep personal data confidential prior to commencing work, or such obligation shall be imposed by law.
 - b) The Operator shall develop and maintain appropriate information security policies, aligned with industry best practices and the GDPR. Each member of the Operator's staff is required to read the policy before accessing personal data.

- c) The Operator shall implement procedures to control access to information systems that process personal data, including ensuring unique User identification and access control.
- d) The Operator shall use a stable infrastructure of third-party hosting providers to improve the availability of its products and services. Employed hosting providers shall provide the Operator with functionality to restore from backups for business-critical processes and to restore availability and access to personal data in a timely manner in the event of a physical or technical incident.
- e) The Operator shall ensure that the Operator's information systems comply with security requirements and policies, applicable laws and regulatory requirements.
- f) The Operator shall ensure physical protection of the equipment used to process personal data and the infrastructure supporting the information systems.
- g) The Operator shall have an appropriate set of processes and procedures to effectively manage information systems that process data, including: protection against malware, regular back-up of information and software, recording and reviewing events that could potentially affect the security of information systems.

Data protection and privacy:

Information regarding the processing of personal data

in connection with the use of the Website is contained in the Privacy Policy.

Final Provisions:

1. These Conditions are available on the Website www.sellizer.pl
2. the Provider reserves the right to change the Conditions for important reasons, including legal or technological changes.
3. The User will be notified of planned changes to the Conditions through at least one of the following communication channels:
 - (i) sending information by email to the User's email address provided at Account registration,
 - (ii) a message inside the Application,
 - (iii) information about the need to accept the new version of the Conditions at the Account renewal stage.
4. The User is entitled to use the Account Service, under the conditions set forth in the version of the Conditions in effect on the date of its purchase, until the end of the Subscription Period paid by the User.
5. The amended Conditions shall be binding on the User if the User has not terminated the Agreement for the provision of the Account Service within 30 days from the date of receipt by the User of information about the planned changes.
6. Agreements for the provision of Services on the Website shall be governed by Polish law.
7. Any disputes between the Provider and the User will be resolved in the first instance in an amicable manner. If this is not possible, disputes will be resolved by a court with jurisdiction over the Provider's registered office.

