

By accessing, ordering or using the Software or any Services, or by registering or opening an Account or by clicking/checking the appropriate checkbox confirming acceptance of the Agreement when installing the Software and when registering an Account, (a) the Licensee acknowledges that the Licensee has read and understands all terms and conditions of the Agreement; and (b) the Licensee accepts all terms and conditions of the Agreement and agrees to be legally bound thereby. If the Licensee does not agree to all of the terms and conditions in the Agreement or fails to register an Account, the Licensee has no right or permission to, and shall not, access or use the Software or any Services. Failure to accept the Agreement prevents any and all use of the Software and any Services.

LICENSE AND SERVICE AGREEMENT

I. DEFINITIONS

In this Agreement, the following terms mean as follows:

1. **Account** – an account provided electronically by the Company; a part of the Software individually allocated to the Licensee and a free functionality of the Service operated under a unique name (login) that is password-protected, being a set of resources in which the Client's data is collected, enabling access to the Software and management of the License by the Client.
2. **Account Balance** – an account of record to which is assigned an individual virtual technical account number for each Commercial Client, used for billing the Commercial Client for the use of the Services provided by the Company.
3. **Additional Service** – an additional, paid Connect Anywhere call transfer service that can be used by a Home Client under a Home Free License.
4. **Agreement** – this License and Services Agreement, including all attachments thereto and any subsequent amendments made to the License and Services Agreement, in accordance with the terms and conditions set forth herein.
5. **Client Hosting** – means a situation where the Client uses certain functionalities of the Software that are installed and hosted on its own server infrastructure in order to perform the Agreement.
6. **Company** – that company operating under the name Mirillis Core spółka z ograniczoną odpowiedzialnością (Ltd.), 65-410 Zielona Góra, Fabryczna 14B/1, entered into the register of entrepreneurs of the National Court Register (KRS) maintained by the District Court in Zielona Góra, 8th Commercial Division of the National Court Register (KRS) under KRS number 0001050325, NIP (Taxpayer Identification Number) 9292078550, REGON (National Business Registry Number) 525981046, contact form available at <https://remotly.com/contact>; the owner of the copyright to the Software, who grants the License to use the Software.
7. **Commercial Client's End User** – User who uses the Software within the access granted thereto by the Commercial Client, within the scope of the Commercial Client Subscription.
8. **Consumer** – a Licensee who is an individual engaging in a legal transaction with a business that is not directly connected to their own professional or business activities. This also includes an individual entering into an agreement related to their business activity, provided it is evident from the agreement's content that it is not of a professional nature for that individual, based on the nature of their business.

9. **Controlled Technology** – means technologies, software, hardware and related services subject to restrictions and sanctions imposed by the European Union, the United States or other authorized international bodies on the Russian Federation and the Republic of Belarus. Controlled Technology includes, in particular, technologies that can be used for military purposes, to violate human rights, destabilize international security or support activities that violate international law, as well as those formally listed under existing sanctions regimes.
10. **Confidential Information** – all information regarding the Software and Services, documentation, materials, products and services, including essential elements such as algorithms, logic and technical data provided by the Company to the Licensee in connection with this Agreement.
11. **Crediting of the Account Balance** – a service that involves adding funds to the Account Balance through a payment method available on the Website.
12. **Digital Services** – Software together with the Services offered by the Company.
13. **Home Free License** – a limited right to use the Software by the Home Client for an indefinite period of time, under the terms outlined in the Service and the Agreement.
14. **Installation or Installing** – in relation to the Software, means copying the program or other materials onto a hard disk or other storage medium.
15. **Server Services** – functions and services provided by the Company that support the operation of the Software and enable its functionality, including, in particular, activities related to the operation of servers for establishing encrypted connections and transmitting data packets.
16. **License** – the right to use the Software, whether for a definite and indefinite period of time, under the terms and conditions outlined in the Service and the Agreement.
17. **Licensee** – means (a) an individual who is at least 18 years old, possesses the legal capacity to enter into agreements and uses the Software for personal purposes (Home Client); (b) a legal entity or an organization without legal personality that has the authority to assume obligations and acquire rights on its own behalf and uses the Software for commercial purposes (Commercial Client); or (c) an individual who is at least 18 years old and accepts this Agreement by selecting the “I accept” button, using any related mechanism, indicating consent in another way or by installing, downloading, accessing, or otherwise using any part of the Software (the User). **The Commercial Client and the Home Client are hereby referred to jointly or individually as the “Client”.**
18. **License Plan** – means the terms and conditions of a specific Subscription level for use of the Software.
19. **Mobile Application** – the Company’s application installed on a mobile device, such as a smartphone or tablet.
20. **Parties** – the Company and the Licensee hereinafter referred to jointly.
21. **QuickSupport Module** – a module of the Software made available to the Commercial Client under the specified License Plan, enabling Commercial Clients to provide Technical Support, in real time, on remotely connected devices to their Clients.
22. **Remotly Community** – a separate part of the Website, intended for reporting technical problems, conversations and discussions related to the Software and available at <https://community.remotly.com>, administered by the Company.
23. **Sanctions** – means all restrictive measures, limitations and prohibitions imposed by the European Union, the United States or other authorized international bodies on the Russian Federation and the Republic of Belarus, including economic, financial, trade and technology export and import sanctions.
24. **Services** – means the services (including service deliverables) provided or made available by the Company, including Software Subscription Services, Technical Support Services, Server Services, Client Hosting, Additional Service and other services related to the use of the Software.

25. **Software** – digital service; integrated electronic information sets consisting of binary compiled files, instruction sets, interfaces and auxiliary data, used for remote access in at least HD quality (max. 4K), distributed or made available by the Company. The term “Software” may also refer to a module or component of this Software and also its functions and elements.
26. **Subscription Service, Subscription Agreement, Subscription** – the right to use the Software according to the selected License Plan based on payments made to the Company or under (i) the Home Free License or (ii) the Trial License.
27. **Technical Support** – technical support provided by the Company within the Remotly Community and tutorials made available on the Website in written and video form, as well as within the User Documentation.
28. **Territory of Russia and Belarus** – means the territory of the Russian Federation or the Republic of Belarus covered by sanctions introduced by the European Union, the United States or other authorized international bodies against the Russian Federation and the Republic of Belarus, in particular in connection with actions violating international law, destabilizing international peace and security.
29. **Trial** – the right for the Commercial Client to use the Software free of charge for a limited period of 30 days in accordance with the Ultimate License Plan, subject to the terms and conditions set out in the Service and the Agreement.
30. **Updates** – means any corrections, feature enhancements and other modifications to the Software.
31. **User Documentation** – means the explanatory or instructional materials for the Software that the Company provides to Licensees via the Website under the “Help” section, which forms an integral part of this Agreement.
32. **Website** – the website operating under the address of <https://remotly.com>.

II. GENERAL PROVISIONS FOR LICENSEES

1. SUBJECT OF THE AGREEMENT

- 1.1. The Agreement specifies, among other things, the terms of use of the Software, the terms of provision of Services, the rights and obligations of the Licensee and the Company and the conditions for concluding and terminating the Agreement.
- 1.2. The Software allows, among others, remote access to and full control of the device from any location, use of any controllers to control the device, real-time voice and video chat and creating invitations to other Licensees for the purpose of allowing remote use of the Licensee’s device.
- 1.3. Detailed functionalities of the Software under each License Plan are available on the Website and are an integral part of the Agreement.

2. TERMS OF USE

- 2.1. By accessing, ordering or using the Software or any Services, or by registering or opening an Account or by clicking/checking the appropriate checkbox confirming acceptance of the Agreement when installing the Software and when registering an Account, (a) the Licensee acknowledges that the Licensee has read and understands all terms and conditions of the Agreement; and (b) the Licensee accepts all terms and conditions of the Agreement and agrees to be legally bound thereby. If the Licensee does not agree to all of the terms and conditions in the Agreement or fails to register an Account, the Licensee has no right or permission to, and shall not, access or use the Software or any Services. Failure to accept the Agreement prevents any and all use of the Software and any Services.

3. NOTIFICATIONS AND STATEMENTS

- 3.1. All reports to the Company should be submitted via:

- a) the contact form available on the Website,
 - b) the contact form available on the Account.
- 3.2. Notifications and statements relating to the Agreement may be sent using the forms indicated above or using the e-mail addresses that the Company provides to the Client in documents, e.g. a VAT invoice, or in communications, e.g. in confirmation of receipt of the payment.
- 3.3. The Company will send notifications and statements to the Client via email to the address assigned to the Account. All notifications regarding Licensees other than the Company's Clients will be provided to Licensees via the Website.
- 3.4. Failure to update the contact address does not release the Client from the obligation to provide a notification or statement, and does not affect the effectiveness of such communications.
- 3.5. Persons acting on behalf of the Licensee declare, and the Licensee agrees, that they are authorized (empowered) to conclude the Agreement pursuant to applicable laws, provisions of statutes and agreements or other internal regulations or powers of attorney, and also declare that no consents, approvals or other actions by any other persons or bodies are necessary for the validity, effectiveness, binding nature and full legal force of the Agreement, i.e., the Agreement is valid, effective and binding on the Parties and has full legal force from the moment of its conclusion.

4. TECHNICAL REQUIREMENTS

- 4.1. The Software is made available to the Licensee for download at the following web page: <https://remotly.com>. The QuickSupport Module may be available for download on the web page of the Commercial Client who has entered into an Agreement with the Company for the use of the QuickSupport Module.
- 4.2. The Mobile Application can be downloaded at <https://remotly.com> or via the Android operator's Google Play store.
- 4.3. The Software may be used provided that the Licensee's IT system meets the following technical requirements:
- a) a stable Internet connection with sufficient bandwidth to enable full functionality of the Software. For better quality, the Local Area Network, 5GHz Wi-Fi, LTE or 5G is recommended. The Software can use a mobile data connection. Using mobile data may incur additional charges from your operator,
 - b) a compatible device that meets the minimum technical requirements specified on the Website, including installation of the appropriate versions of the operating system (Windows 7, 8.1, 10 or 11) and additional software (e.g., browser, drivers).
- 4.4. The use of the Mobile Application is possible provided that the following technical requirements are met:
- a) a stable Internet connection with sufficient bandwidth to enable full functionality of the Software. For better quality, a Local Area Network, 5GHz Wi-Fi, LTE or 5G is recommended. The Software may use a mobile data connection. The use of mobile data may incur additional charges from your provider,
 - b) a compatible mobile device that meets the minimum technical requirements specified on the Website, including installation of the appropriate version of the operating system (Android version 6 or newer).
- 4.5. Use of the Software via the Mobile Application is limited, inter alia, to remote connections that can be made from a mobile device to a computer, but not vice versa.
- 4.6. To fully use the Software, you must create an Account. To create an Account, complete and submit the online registration form with proper data and password. The Account Management Agreement is regulated by the Website Regulations, available <https://remotly.com/legal>.

- 4.7. The Licensee is responsible for meeting the technical requirements necessary to use the Software. The Company shall not be liable for any disruption in the operation of the Software resulting from the Licensee's failure to meet these requirements.
- 4.8. The Company is not responsible for any Internet connection, mobile data or other network usage charges that may arise when using the Software. The Company is not responsible for problems resulting from interruptions, disruptions or limitations in the availability of the Internet network that may affect the proper operation of the Software.
- 4.9. Detailed system requirements necessary to use the Software are available on the Website.
- 4.10. The Licensee is solely responsible for all activities related to the download, installation and configuration of the Software, including providing appropriate technical resources and IT environment.
- 4.11. The Company reserves the right to update or change the system requirements at any time in order to adapt them to technological changes and improvements to the Software.
- 4.12. The Licensee agrees to regularly check the current system requirements and ensure that his/her devices meet these requirements to guarantee the correct operation of the Software.

5. SOFTWARE UPDATE

- 5.1. The Company informs the Licensee about available Software Updates via the Remotly Community and through the Software. Information about new versions of the Software, including correction patches, new features and major Updates, will be posted in the Remotly Community.
- 5.2. In the upper right corner of the Software Interface there will be an icon informing about the available Update ("Update" icon).
- 5.3. The Licensee is obliged to regularly check the availability of Updates by clicking on the icon and to learn about available patches and new versions of the Software.
- 5.4. The Licensee has the option to use an earlier version of the Software if the Licensee chooses not to update the Software to the latest version. Use of older versions of the Software may result in reduced performance, increased security risks and lack of access to new features or patches.
- 5.5. The Company is not responsible for any problems that may arise from the use of an out-of-date version of the Software, including any problems with security, performance or functionality of the Software.
- 5.6. The Licensee is responsible for the consequences of using a version of the Software that is not updated, including any potential problems resulting from use of an outdated version of the Software.
- 5.7. The Company reserves the right to discontinue Technical Support for older versions of the Software as new versions are developed and to introduce changes to the scope of Technical Support.
- 5.8. In the event of problems with the installation of Updates or other difficulties related to the new version of the Software, the Licensee should report these problems on the Remotly Community web page or via the contact form available on the Website.

6. ERROR REPORTING AND TECHNICAL SUPPORT

- 6.1. The Licensee has the right to report any errors, technical faults or other problems encountered while using the Software.
- 6.2. Reports should be submitted via the Remotly Community.
- 6.3. If a report cannot be submitted through the Remotly Community, the Licensee can also use the contact form available on the Website.
- 6.4. Reports should include a detailed description of the error, including the steps leading to the error, screenshots (if possible) and other relevant information that can help identify and fix the issue.

- 6.5. The Company will make every effort to respond to Licensee reports within a reasonable time and take steps to resolve reported issues, but does not guarantee immediate repair or a specific response time.
- 6.6. Additionally, as part of Technical Support, the Company provides the Licensee with:
 - a. Tutorials on the Website in written and video form,
 - b. User Documentation.
- 6.7. Information about available Software Updates and technical feature improvements will be provided to Licensees via a dedicated Update icon located in the Software. The Licensee undertakes to regularly check for available Updates and install them in order to ensure proper operation of the Software.
- 6.8. The Company is not liable for any damages resulting from lack of access to information posted in the Community or failure to follow the Company's update recommendations provided in the Software.
- 6.9. Technical Support is limited to the support scope specified in this section and does not cover individual requests submitted via email or other means, unless otherwise agreed by the Company.

7. COPYRIGHTS

- 7.1. The Software is the exclusive property of the Company. The rights to individual content elements of the Software including texts, graphics, photos and other elements protected by law belong to the Company. The Software in its entirety as well as its individual components are subject to the protection provided by law, especially intellectual property rights.
- 7.2. All intellectual property rights to the Software, including copyrights, patents, trade secrets, trademarks, trade names, logos and other designations of the Software, are protected by law and are the property of the Company. The Licensee has no right to use them without the prior written consent of the Company, except for use in accordance with the normal use of the Software. The Licensee does not acquire any rights to the Software other than the limited license rights set forth in this Agreement.
- 7.3. The Licensee is not entitled to copy, modify, decompile, reverse engineer, create derivative works or distribute the Software unless expressly permitted by law or this Agreement. Any unauthorized use of the Software constitutes copyright infringement.
- 7.4. The Licensee has no rights to the source code of the Software. The Licensee has only non-exclusive rights to use the Software in accordance with the Agreement.
- 7.5. In the event of copyright infringement by the Licensee, the Company shall have the right to pursue all available legal remedies, including compensation for damages suffered and immediate cessation of use of the Software.
- 7.6. In the event that the Licensee becomes aware of any infringement of copyright or other intellectual property rights relating to the Software, the Licensee shall immediately notify the Company.
- 7.7. The Licensee may not distribute, sell, rent, lease or sublicense the Software to third parties, unless the Parties have agreed otherwise or it results from the purchased License Plan.
- 7.8. All video recordings, audio recordings and screenshots recorded with the Software may be freely used and distributed as long as the Licensee ensures compliance with applicable local laws (including but not limited to local copyright laws).
- 7.9. The binary files of the Software may be signed on behalf of the Company by the Company's affiliate: Mirillis sp. z o.o. or Mirillis Ltd. which does not affect the fact that the Software is the exclusive property of the Company.

8. CONFIDENTIAL INFORMATION

- 8.1. The Licensee agrees to use Confidential Information solely for the purpose of performing the Agreement and in accordance with its terms.

- 8.2. The Licensee will take all reasonable measures to protect Confidential Information from unauthorized access, disclosure, use or loss.
- 8.3. The Licensee may disclose Confidential Information to third parties only if necessary to fulfill its obligations under the Agreement or if disclosure is required by law. If Confidential Information is disclosed to third parties, the Licensee will ensure that such third parties are bound by confidentiality obligations at least equivalent to the provisions of this section.
- 8.4. The obligation of confidentiality regarding Confidential Information will apply for the duration of the Agreement. Upon termination or expiration of the Agreement, the Licensee will, upon the Company's request, promptly return all Confidential Information or destroy it in accordance with the Company's instructions.

9. PROHIBITED USE OF SOFTWARE

- 9.1. The Licensee acknowledges that the Software is not intended for use and/or access in or during high-risk activities, including (but not limited to): life support systems, systems using spyware, traffic control (including air traffic), medical operations and any other operations or systems in which any failure may result in death, personal injury or damage to physical or intellectual property. The Licensee agrees to indemnify, defend and hold harmless the Company and its officers, directors, employees, agents, affiliates and licensors from any claims or losses arising from any of the foregoing uses of the Software.
- 9.2. The Licensee shall not market, sell, loan, rent, lease or otherwise distribute the Software; provide access to the Services to third parties; or assign, sublicense or otherwise transfer any rights in the Software.
- 9.3. The Licensee agrees to use the Software in accordance with applicable laws and regulations. It is prohibited to use the Software for any illegal activity, including, but not limited to, unauthorized access to computer systems, violation of intellectual property rights or violation of data protection laws.
- 9.4. The Company shall not be liable for any damages, losses or consequences resulting from the use of the Software for prohibited purposes or in critical systems in violation of the Agreement, including, but not limited to, damages resulting from the use of the Software in the context of managing nuclear power plants, high-risk industrial systems or other critical applications.
- 9.5. The Licensee shall be fully liable for any damage, loss or consequences resulting from improper use of the Software, including any damage caused to third parties as a result of use of the Software contrary to the Agreement.
- 9.6. The Software can be used worldwide except in the Territory of Russia or Belarus. Use includes the use of the Software and Services in accordance with the User Documentation and the Agreement.

10. OBLIGATIONS OF THE LICENSEE

- 10.1. The Licensee agrees to use the Software in accordance with the provisions of the Agreement, applicable laws, regulations and ethical principles, including, in particular, data protection, intellectual property protection and export and import control regulations.
- 10.2. The Licensee shall not have the right to modify, decompile, reverse engineer, create derivative works or attempt to circumvent the technical protections of the Software, except as expressly permitted by applicable law or the express terms of the Agreement.
- 10.3. The Licensee agrees to protect its access data (login, password, license keys) from unauthorized access by third parties. The Licensee is obliged to protect them from unauthorized use and not to distribute them. In the event of detection of unauthorized use of the password or unauthorized use of the Software, the Licensee shall be solely responsible for such use.

- 10.4. The Licensee agrees to regularly update the Software and the system on which it is installed to maintain its security and functionality. The Licensee shall be responsible for the consequences resulting from failure to perform the required Updates.
- 10.5. The Licensee shall not use the Software for any unlawful purposes, including:
- a) violating the rights of third parties,
 - b) disseminating illegal, harmful, offensive or unethical content,
 - c) disseminating viruses, malware or other threats to computer systems.
- 10.6. The Licensee agrees to use the Software only to the extent specified in the License Plan selected by the Licensee. Any excess thereof, including installing the Software on more devices than permitted, will constitute a breach of the Agreement.
- 10.7. The Licensee undertakes to cooperate with the Company in providing the necessary information and documentation confirming compliance of the use of the Software with the terms of the License Plan.

11. USE OF THE SOFTWARE BY MINORS

- 11.1. The Software and Services covered by this Agreement may only be used by individuals 18 years of age or older. Use of the Software by persons under the age of 18 shall be under the sole responsibility of their parents or legal guardians.
- 11.2. The conclusion of the Agreement, as well as any other legally binding actions related to the use of the Software, may only be undertaken by persons who are at least 18 years of age. Parents or legal guardians of minors are fully responsible for the actions and decisions made by such persons in connection with the use of the Software.
- 11.3. The Company shall not be liable for any damages resulting from the use of the Software by minors without the supervision of their parents or legal guardians, as well as for any actions of minors in connection with the violation of the provisions of this Agreement.

12. EXPORT CONTROL

- 12.1. The Software covered by this Agreement is subject to export control regulations in various countries, including, in particular, those of the United States, the European Union and Poland. The Licensee agrees to comply with all applicable laws and regulations and represents that s/he will not export, re-export or transfer the Software in violation of Polish, EU or U.S. law or to any restricted country, entity or person for which an export license or other governmental approval is required.

13. COMPANY LIABILITY

- 13.1. To the fullest extent permitted by law, the Company's liability in contract, in tort, or otherwise, for any consequences, both direct and/or indirect, related to the use of the Software or Services, is excluded and disclaimed, including any damages (including actual losses and lost profits) resulting from the use or inability to use it, including in particular for (but not limited to):
- a. damage caused by unauthorized actions of the Licensee or third parties,
 - b. any damage resulting from the manner in which Licensees use the Software or Services, insofar as such actions of Licensees do not constitute normal use of the Software or Services for its intended purpose,
 - c. disruptions in the execution of the Services caused by incorrect data entry and/or use of the Software by the Licensee contrary to the Company's recommendations and this Agreement,
 - d. technical problems caused by the Licensee's failure to meet technical requirements and/or lack of Internet access,
 - e. unintentional consequences caused by the lack of protection against third-party access and/or the disclosure by the Licensee of the login or password for access to the Software to third parties,

- f. loss of the Website's data stored in computer systems, caused by the Licensee's actions, failure of his/her equipment or Internet dysfunction and/or loss due to the actions of third parties,
 - g. permanent or temporary inability to use the Software or Services due to reasons beyond the control of the Company and/or attributable to third parties, including Force Majeure, hardware failure, IT systems or illegal activity of other Licensees or third parties.
- 13.2. The exclusions and disclaimers of liability set out in this section of the Agreement shall apply at all times, including after the termination or expiration of the Agreement, regardless of the manner in which it was terminated or expiring.
- 13.3. In the event that the Software and Services are used in high-risk industries, such as robotics, nuclear power plants, security systems or other critical applications, the Company shall not be liable for damages resulting from failures, errors or improper operation of the Software that may lead to serious consequences, including, but not limited to, health, property, environmental or financial damage.
- 13.4. The Licensee using the Software and Services in such industries agrees to conduct appropriate risk assessments and apply additional security measures to minimize the risks associated with using the Software in the context of high-risk activities.
- 13.5. The Company's liability for any loss or damage, regardless of the legal basis, is excluded in the event that such damage is the result of Force Majeure, such as wars, natural disasters, terrorist attacks, epidemics or other circumstances beyond the Company's control.
- 13.6. With respect to Commercial Clients, the warranty for defects in the Software is excluded.

14. LIMITATIONS OF THE COMPANY'S GUARANTEE

- 14.1. The Company makes no guarantee of any kind with respect to the Software or the Services, including any warranty against defects in materials, workmanship or any other. The Software and Services are provided "as-is", and the Licensee uses them at his/her own risk.
- 14.2. The Company does not sell the Software, but grants a License to use the Software. Therefore, the Company does not provide any guarantees regarding the functionality, availability, reliability or operation of the Software or the Services provided through it.
- 14.3. In the case of Software and Services installed locally ("on-premise") on the Licensee's server infrastructure or in the cloud, the Company reserves the right to set the guarantee terms separately, after consultation with the Licensee. If such a guarantee is granted, detailed provisions will be included in a separate appendix to the Agreement.
- 14.4. The Company is not liable for any functional defects of the Software resulting from:
- a. improper use of the Software,
 - b. modification or interference with the Software by the Licensee or third parties,
 - c. the effects of viruses, malware or other external threats,
 - d. problems arising from the Licensee's hardware infrastructure or other infrastructure on which the Software is run.
- 14.5. The Company shall not be liable for any indirect damages, loss of data, lost profits, interruptions in the operation of the Services or any other damages resulting from the use of the Software or Services. The Company's liability is limited to the amount of the Subscription price paid by the Commercial Client for the period in which the problems occurred. The above limitation of liability does not apply to Consumers.
- 14.6. The Company disclaims all implied guaranties, including any implied warranties of fitness for a particular purpose, merchantable quality or non-infringement of third-party rights.
- 14.7. Any additional guarantees provided by the Company with respect to the quality or features of the Software shall be deemed binding only if the Company makes a statement in writing and clearly marks it as a guarantee.

15. AMENDMENT TO THE TERMS OF THE AGREEMENT

- 15.1. The Company reserves the right to change the terms of this Agreement at any time, and in the case of Consumers, in particular, but not limited to:
 - a. reflecting changes to the Services, Software or the Company's business activities, such as new products or features, services or technologies,
 - b. improving the functionality of the Services or Software,
 - c. increasing security,
 - d. changes in applicable laws,
 - e. changes to the Company's data,
 - f. changes to the scope or manner of use of the Software or the terms of provision of the Services,
 - g. changes to the terms of the License,
 - h. introducing changes to the obligations or rights of the Licensee that will be more favorable than the current provisions of the Agreement,
 - i. preventing abuse or harm.
- 15.2. Any changes to the terms and conditions of the Agreement will be communicated to the Licensee via email to the address assigned to the Account, or in the case of a Licensee who has not registered an Account, on the Website or in the Software.
- 15.3. Notification of changes to the terms of the Agreement will include a description of the changes made and the effective date.
- 15.4. Changes to the terms of the Agreement shall enter into force on the date indicated in the email notification, but not earlier than 30 days from the date the notice is sent to the Licensee. If the Licensee does not object within the specified period, the amended terms of the Agreement will be deemed to have been accepted.
- 15.5. The Licensee has the right to object to any changes to the terms of the Agreement via the contact form available on the Account. Notice of objection must be sent within 30 days of receipt of notice of change to the terms of the Agreement. In the event of an objection, the Agreement shall be terminated on the day on which the Company receives the notice of objection. In the case of Clients, if the Agreement is terminated before the expiry of the selected billing period (month or year), the Company will refund the part of the Subscription price to the Client in accordance with the rules set out in Chapter III, Section 8, point 3 of the Agreement.

16. THE RIGHT TO TERMINATE THE AGREEMENT BY THE COMPANY

- 16.1. The Company reserves the right to refuse to commence the Services or to terminate the Agreement if the Licensee commits any violation of the terms of the Agreement, including but not limited to:
 - a. the Licensee providing false data or data that makes it impossible to use the Software or provide the Services,
 - b. the existence of a mature and outstanding claim of the Company against the Licensee on any account,
 - c. violation by the Licensee of the rights of the Company or third parties,
 - d. the Licensee's use of the Software or the Services to commit a prohibited act or to act in a manner contrary to the principles of social coexistence or to abuse the law in a manner inconsistent with its intended purpose,
 - e. the Licensee interfering with the operation of the Software/Services,
 - f. the Licensee making access data available to third parties,
 - g. breach of the Agreement by the Licensee.
- 16.2. If the above circumstances occur, the Company may suspend or terminate the provision of the Services without prior notice to the Licensee, and the Licensee shall not be entitled to any claims in this respect.

- 16.3. The Company reserves the right to terminate the Home Free License Subscription Agreement with a one-month notice period if the Home Client does not use the Software for 2 years and there is no activity on the Account by such Home Client.
- 16.4. The Company has the right to terminate the Commercial Client's Subscription Agreement with immediate effect if the Account Balance does not contain any funds and the Commercial Client fails to complete the Crediting of the Account Balance within 7 days of the Commercial Client's payment reminder.
- 16.5. In the event of termination of the Agreement by the Company for reasons attributable to the Client, the Client shall not be entitled to a refund of the unused portion of the Account Balance.

III. GENERAL SUBSCRIPTION CONDITIONS

1. SUBSCRIPTION TYPES

- 1.1. Use of the Software and/or other Services may be made:
 - a. by the Client under a Paid Subscription granted for indefinite period of time, in accordance with the terms and conditions set forth in the Agreement and the selected License Plan,
 - b. by the Home Client under a functionally limited Free License in accordance with its description available on the Website (Home Free License),
 - c. by the Commercial Client under a Free Trial License for a specified period of 30 days.
- 1.2. The Company grants to the Client a non-exclusive, non-transferable, limited right and License to install and use the Software in accordance with the selected License Plan.
- 1.3. The Software Subscription is entered into for an indefinite period. The Client may terminate the Subscription Agreement at any time in accordance with the provisions of Chapter III, Section 8 of the Agreement.
- 1.4. The Client, during the selection of the License Plan, may select the Subscription billing period (billing terms):
 - a) monthly,
 - b) annual.
- 1.5. The Home Client may order the Subscription according to the following License Plans:
 - a) Free,
 - b) Premium,
 - c) Ultimate.
- 1.6. The Commercial Client may order the Subscription according to the following License Plans:
 - a) Pro,
 - b) Premium,
 - c) Ultimate/Enterprise.
- 1.7. The functionality of the Software depends on the selected License Plan. In order to extend the functionality of the Software, subscription to the corresponding License Plan is required.
- 1.8. The modification of the number or type of Services under the License Plan (except for the Home Free License) is equivalent to termination of the Agreement by the Client. The Client will be refunded a part of the payment in accordance with the rules set forth in Chapter III, Section 8 of the Agreement. By modifying the amount or type of Services under the License Plan, the Client enters into a new Subscription Agreement with the Company according to the modified License Plan.
- 1.9. Individual Software License Plans, Software Updates, their prices and their functionalities are made available to the Client on the Website (Software offering) and are an integral part of the Agreement.
- 1.10. The License is not assigned to any specific device and does not require device registration to activate the Software. The Client shall have the right to install the Software on various

devices within a single Account, subject to compliance with the terms of use set forth in this Agreement and the selected License Plan.

- 1.11. The Client hereby acknowledges that no title to or ownership of the Software is transferred or assigned, and this Agreement does not constitute a sale of any rights in the Software.
- 1.12. The Client shall not have the right to modify, decompile or create derivative works of the Software.
- 1.13. The Subscription includes access to Software Updates and Technical Support in accordance with the terms of the Agreement or the following web page: <https://remotly.com>. Updates and Technical Support are available for the duration of the License Plan.
- 1.14. The Company reserves the right to modify the terms of the Subscription in accordance with the general provisions set forth in Chapter II, Section 15 hereof.
- 1.15. The Subscription expires if the Agreement is terminated. If the Client violates the terms of the Agreement, the Company has the right to immediately terminate the Subscription and prevent further use of the Software.
- 1.16. The Subscription includes the version of the Software currently available at the time of its purchase and Software Updates introduced by the Company, during the period of use of the Software according to the specified License Plan.
- 1.17. Proper use of the Software on the Client's devices requires meeting the technical conditions detailed in Chapter II, Section 4 of the Agreement.
- 1.18. The Client has the option to use the Software via the Mobile Software. Detailed technical conditions are set forth in Chapter II, Section 4 of the Agreement.
- 1.19. The Software is updated by the Company under the terms of Chapter II, Section 5 of the Agreement.
- 1.20. For the avoidance of doubt, all provisions of the Agreement that apply to the Licensee shall also apply to the Client.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. The Client is entitled to use Technical Support under the terms of the Agreement.
- 2.2. The Client is obliged not to violate good morals or rules of social coexistence and comply with applicable laws; in particular, the Client is obliged to respect copyright and related rights and intellectual property rights. The Client shall not use the Software in a manner inconsistent with its nature or intended use.
- 2.3. The Client shall be solely and fully responsible for all materials (data, information, databases, etc.) entered with the help of the Software.
- 2.4. The Company is not obliged to verify the data transferred, stored or provided by the Client.
- 2.5. The Client is responsible for the activities of other users within the scope of their granted access to the Software.
- 2.6. The Company has the right to:
 - a) develop, modify and update the Software, which does not affect the rights acquired by the Client,
 - b) apply the following sanctions in case of violation of this Agreement:
 - official warning,
 - suspension of the Subscription,
 - c) terminate the Agreement with immediate effect if the Client violates the provisions of this Agreement,
 - d) pursue rights in court, including seeking damages in the event of a breach of this Agreement by the Client. In justified cases, the Company may also provide information on violations of law to the relevant authorities,
 - e) make a sale in particular of the Website, Software and all or part of the enterprise and company; change the company name, the name of the Software and the name of the Website; and assign rights arising from this Agreement without prejudice to the rights acquired by Clients.

3. SOFTWARE FUNCTIONALITIES

- 3.1. The functionalities of the Software, the Services available under each License Plan and the fields of exploitation of the Software are also specified on the Website and are an integral part of the Agreement.
- 3.2. Upon ordering of the Subscription or modification of the Subscription, the Client receives an email to the address provided during Account registration, containing confirmation of the conclusion of the Subscription Agreement and the details of the Subscription (date of order, amount and name of the License Plan).

4. INVOICING

- 4.1. The Company shall invoice the Commercial Client for the Subscription on the date of the Crediting of the Account Balance. In the case of a Home Client, invoices are issued on request and no later than on the 15th day of the month following the billing period to which the Subscription relates.
- 4.2. Invoices will be made available via the Account. The Client agrees that invoices will be made available electronically via the Account.

5. INCREASE IN PRICES

- 5.1. In the event of an increase in the prices of Subscription Services or other Services, the Company undertakes to apply the new prices only after the expiration of the current billing period in which the price change occurred.
- 5.2. The Company reserves the right to introduce price increases in extraordinary situations, such as changes in the market situation, war, natural disaster or other significant circumstances affecting the costs of providing the Services.
- 5.3. In the event of a price increase, the Company will inform the Client of the change via email or other electronic means of communication.
- 5.4. The Client has the right to terminate the Agreement in the event of failure to consent to a price increase, in accordance with the terms of Chapter III, point 8 of the Agreement.

6. DELAYS IN PAYMENTS

- 6.1. In the event of a delay in payment, the Client will receive a reminder to settle the debt via email. The first payment reminder will be sent after the payment deadline has passed. If the Client fails to settle the payment after receiving the first reminder, additional reminders may be sent, followed by suspension of the Subscription Service or another Service, of which the Client will be informed by email.
- 6.2. If payment is not made within the additional designated period, the Subscription Service will be suspended. The Subscription Service will be suspended until any outstanding payments have been settled, up to a maximum of one year. After this period the Company will terminate the Account Agreement and the Subscription Agreement with the Client.

7. TERMS OF USE OF THE SOFTWARE

- 7.1. The terms and conditions for use of the Software are detailed in Chapter II of the Agreement and apply to Clients.

8. TERMINATION OF THE SUBSCRIPTION AGREEMENT

- 8.1. The Client has the right to terminate the Subscription Agreement at any time, without notice, by clicking the "End Subscription" button available in the Account or by submitting an appropriate statement via the Account.
- 8.2. The Subscription Agreement shall terminate upon termination of the Subscription Service. The Client shall pay the Subscription price for the use of the Software by the date of termination of the Subscription Service.

- 8.3. If the Agreement is terminated prior the expiration of the paid-up Subscription period, the Client shall be entitled to a refund of the unused portion of the Subscription price:
- a) The Home Client will be refunded a portion of the Subscription price calculated in proportion to the period of use of the Subscription has been in effect,
 - b) The Commercial Client will receive a refund of unused funds accumulated in the Account Balance, in an amount that depends on the use of the Software and the accepted billing terms as set out in the selected License Plan.
- 8.4. The Company will refund to the Client the portion of the payment in accordance with the calculations specified in item 8.3 above, no later than 30 days after the date on which the Company receives the notice of termination. The refund of payments will be made by the same method of payment used by the Client in the original transaction. The Client is obliged to provide all necessary information for the refund. The above entitlement is without prejudice to the Home Client's right to withdraw the Agreement in accordance with Chapter IV, Section 8 of the Agreement.
- 8.5. The Company considers the abuse of the Client's right to terminate the Agreement, including ordering the Subscription several times and terminating it immediately, to be an act contrary to the principles of social coexistence and the Agreement. The Company will not accept any actions by the Client that are not in accordance with the terms of the Agreement. The Company reserves the right to monitor the Client's activity in order to identify any suspicious activities, such as frequent ordering of Subscriptions and immediate termination. If such activities are detected, the Company may block the Client from reordering the Subscription, informing the Client of the decision made and the possibility to appeal against it.

IV. HOME CLIENT SUBSCRIPTION

1. CONDITIONS OF THE AGREEMENT

- 1.1. In order to use a particular License Plan, the Home Client is required to create an Account on the Website. By creating an Account on the Website, the Home Client accepts the provisions of the Agreement and the Regulations of the Website.
- 1.2. In order to register an Account, it is necessary to provide an email address and password.
- 1.3. Upon registration of the Account, the Home Client automatically subscribes to the Home Free License. It is possible to change the License Plan at any time, within the Account.
- 1.4. Changing the License Plan will terminate the Home Free License Subscription Agreement and create a new Subscription Agreement based on the chosen License Plan, unless the Home Client is using the Additional Service. The Company's provision of the Additional Service shall be made under the Home Free License.

2. FREE LICENSE VERSION

- 2.1. Home Clients have the option of using the Home Free License, which is limited in functionality and Services, including the Additional Service, compared to the other License Plans. The Home Free License is available free of charge, and its period of validity is indefinite and depends on the Company's decision to continue making it available. The Company reserves the right to change, suspend or terminate the Home Free License at any time, of which the Home Client will be notified in advance.
- 2.2. In the use of the Home Free License, the Home Client may use the Additional Service.

3. SOFTWARE FUNCTIONALITY

- 3.1. The Company reserves the right to change the scope of functionality of the Software and provided Services, in particular in case of:
 - a) the need to adapt the functionality of the Software and the provided Services to changes in generally applicable laws,
 - b) changes in the Company's digital environment,

- c) introduction by the Company of additional functionalities of the Software or provided Services,
 - d) other unforeseeable circumstances that require the Company to make changes to the functionality of the Software and the Services provided in order to maintain their current standard.
- 3.2. The Company will inform the Home Client of changes in the scope of functionality of the Software and the Services provided in accordance with the procedure set forth in Chapter II, Section 15 of the Agreement.
- 3.3. The introduction of the changes referred to above does not entail any additional costs. The introduction of additional functionalities may incur additional fees, but their launch will take place only after the Home Client agrees to incur these costs.
- 3.4. The provisions of Chapter III, Section 3 of the Agreement shall apply accordingly.

4. PROHIBITED USE OF SOFTWARE

- 4.1. The Home Client is obliged to use the Software only for personal and non-commercial purposes. It is prohibited to use the Software for any commercial purposes, including, but not limited to, any business, profit-generating or other for-profit endeavour.
- 4.2. The provisions of Chapter II, Section 9 of the Agreement shall apply accordingly.

5. PAYMENT TERMS

- 5.1. The Company shall post on the Website, each time before the order of the Subscription according to a specific License Plan, detailed information about the applicable Subscription price. Information on the prices of other Services available to Home Clients can be found in the Account, after logging in.
- 5.2. The available currencies in which the Company may quote prices are: the Polish Zloty, Euro and US Dollar.
- 5.3. The currency and price of the Subscription and Services will depend on the country from which the order is placed. The price will be automatically adjusted to reflect the country from which the Subscription is placed. This is due to the fact that the costs of providing the Services from certain countries are higher than the average cost of providing the Services. The prices listed on the Website are gross prices. VAT is added to the prices given at the rate applicable in accordance with legal regulations.
- 5.4. Prior to concluding the Agreement, the Home Client is informed each time about the total costs of the selected License Plan or Additional Service.
- 5.5. The Home Client makes payment in the form of electronic payment, in the manner indicated on the Website. After selecting an electronic payment system, the system will redirect the Home Client to the appropriate web page of the operator of the respective payment system to make payment. The Company shall not be obliged to provide access to the Software/Services prior to receipt of positive payment authorization and/or posting of payment to the Company's account and after a successful verification process of the Home Client, lasting up to 24 hours after posting of payment to the Company's account. During the verification process, the Home Client may be asked to provide additional identifying information. This process is designed to further secure the Parties against unauthorized use of accounts and/or payment cards.
- 5.6. After the payment for the selected or changed License Plan or Additional Service, the Home Client will receive an automatic confirmation of the order to the email address provided during the ordering process, along with the Agreement in PDF format attached in the message.
- 5.7. The Company will notify the Client about the possibility to start using the Software and Services. Upon receipt of the message, the Subscription Agreement with the Home Client will be considered concluded.

- 5.8. Under this Agreement, the Subscription price shall be charged automatically to the private payment instrument specified by the Home Client. The Company will automatically debit the payment instrument specified by the Home Client at specified intervals in accordance with the selected License Plan.
- 5.9. The price for the Additional Service shall be paid by the Home Client at one time.
- 5.10. The Home Client has the right to terminate the Agreement at any time without notice, in accordance with the procedure set forth in Chapter III, Section 8 of the Agreement. Termination of the Agreement does not give rise to any additional costs, and payments for the unused period will not be charged.
- 5.11. The Home Client has the right to change the License Plan at any time. In such a case, the Subscription price for the unused period of the current License Plan will be refunded in accordance with the rules set forth in Chapter III, Section 8 of the Agreement. The new Subscription price will be charged according to the terms of the newly selected License Plan.

6. SPECIAL CONDITIONS FOR THE HOME CLIENT

- 6.1. Home Clients who are Consumers are subject to the protection of the applicable consumer laws. In particular, Home Clients have the rights set forth in national and European Union consumer protection laws.
- 6.2. Home Clients in certain countries, states or territories have special statutory rights under consumer laws, for which the Company's liability cannot be excluded or limited. If the Home Client is using the Software as a Consumer within the meaning of applicable consumer laws in its country, state or territory, the provisions of this Agreement must be construed in accordance with applicable law and shall apply only to the extent permitted by applicable law.
- 6.3. The Company hereby states that it is responsible for the compliance of the Software provided with the Agreement and applicable regulations according to the place of residence of the Home Client.
- 6.4. The Company shall provide the Home Client with Technical Support services under the terms and conditions set forth in Chapter II, Section 6 of the Agreement.
- 6.5. The Home Client has the right to file a complaint at any time regarding any identified irregularities in the functioning of the Software or the Company's provision of Services.
- 6.6. The complaint should be filed via the form available on the Account.
- 6.7. In order for a complaint submitted by the Home Client to be considered by the Company, the Home Client is obliged to provide at least a login and a concise description of the problem, as well as the expected method of resolving the complaint.
- 6.8. The Company will respond to the complaint within 14 calendar days from the date of receipt of the complaint and notify the Home Client by email about how to proceed.

7. ADDITIONAL TERMS AND CONDITIONS FOR DIGITAL SERVICES PROVIDED TO CONSUMERS

- 7.1. The Company provides the Consumer with Digital Services:
 - a. in the case of the Home Free License, immediately,
 - b. in the case of a paid Subscription or Additional Service, after the Consumer orders the Subscription or the Additional Service under the terms and conditions specified in Chapter IV, point 5 of the Agreement.
- 7.2. The Company is liable to the Consumer for failure to deliver the Digital Service within the time specified in Chapter IV, point 7 of the Agreement. If the Company fails to deliver the Digital Service within this period or within an additional period agreed by the Parties, the Consumer has the right to terminate the Agreement.
- 7.3. The Consumer has the right to terminate the Agreement immediately without specifying an additional deadline if:
 - a. the Company declares that it will not provide the Digital Service to the Consumer,

- b. the Parties agreed that the specified deadline set forth in Chapter IV, Section 7 of the Agreement is of significant importance to the Consumer and the Company will not deliver the Digital Service within this deadline.
- 7.4. If the Digital Service does not comply with the Agreement, the Consumer has the right to demand:
 - a. immediate delivery of the Digital Service,
 - b. in the case of a paid Subscription, a reduction in the paid Subscription price or Service price, in proportion to the reduction in the value of the Digital Service provided,
 - c. termination of the Agreement if the Digital Service is inconsistent with the terms of the Agreement.
- 7.5. The Consumer exercises the right to terminate the Agreement by submitting a declaration of the decision to terminate the Agreement to the Company via contact form available on the Account.
- 7.6. Upon termination of the Agreement, the Company is obliged to refund all amounts paid by the Consumer in connection with the order of the Subscription. If the Digital Service was in conformity with the Agreement for a period of time prior to termination, the Company will refund a proportional part of the Subscription price, taking into account the period of nonconformity and the remaining term of the Agreement.
- 7.7. The Company may block further access to the Digital Service after termination of the Agreement. Upon termination of the Agreement, the Consumer agrees to refrain from using the Digital Service and sharing it with third parties.
- 7.8. Refunds due to the Consumer from the Company shall be made without undue delay, and in any case within 14 days from the date on which the Company is informed of the Consumer's decision to reduce the price or terminate the Agreement.

8. RIGHT OF WITHDRAWAL FROM THE AGREEMENT

- 8.1. The Consumer may withdraw from the Agreement without giving any reason by submitting a statement to that effect within 14 days via the Account. To meet this deadline, it is sufficient to send the statement before it expires.
- 8.2. The Consumer may formulate the statement oneself or use the model statement of withdrawal from the Agreement, which is attached hereto as Appendix No. 1.
- 8.3. The 14-day period is counted from the date on which the Agreement was concluded.
- 8.4. The Company, upon receipt of the Consumer's statement of withdrawal from the Agreement, will send an acknowledgement of receipt of the statement of withdrawal to the Consumer's email address.
- 8.5. If, at the express request of the Consumer, performance of the Service is to begin before the expiration of the deadline for withdrawal from the Agreement, the Company requires the Consumer to make an express statement containing such a request.
- 8.6. The Consumer's right to withdraw from the Agreement is not applicable in certain cases, including when Services have been fully performed by the Company with the Consumer's express consent, when the Consumer was informed prior to the start of the Service that, upon completion, they will forfeit their right to withdraw from the Agreement.
- 8.7. The Company shall promptly, but no later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Agreement, return to the Consumer all payments made by them. The Company shall refund the payment using the same method of payment used by the Consumer, unless the Consumer agrees to a different method of refund, which shall not involve any cost to the Consumer.

9. EXTRA-JUDICIAL DISPUTE RESOLUTION

- 9.1. The Consumer has, among others, the following possibilities of using extra-judicial methods of handling complaints and pursuing claims:

- a) The Consumer shall be entitled to apply to the permanent amicable consumer court operating at the Trade Inspection to resolve a dispute arising from the concluded Service Agreement,
 - b) The Consumer shall be entitled to apply to the provincial inspector of the Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the Consumer and the Company,
 - c) The Consumer may obtain free assistance in resolving a dispute between the Consumer and the Company, also using the free assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation and the Association of Polish Consumers). Advice is provided by the Consumer Federation on the free consumer helpline number 800 007 707 and by the Association of Polish Consumers at the email address porady@dlakonsumentow.pl,
 - d) The Consumer may submit their complaint via the EU ODR online platform, available at: <https://ec.europa.eu/consumers/odr/>.
- 9.2. Information on how to access the aforementioned dispute resolution mode and procedures can be found at www.uokik.gov.pl under the "Consumer Dispute Resolution" tab.

V. COMMERCIAL CLIENT LICENSE

1. CONCLUSION OF THE AGREEMENT

- 1.1. In order to use a specific License Plan, the Commercial Client is required to create an Account on the Website. By creating an Account on the Website, the Commercial Client accepts the provisions of the Agreement and the Website Regulations.
- 1.2. To register an Account, it is necessary to provide the company name and tax identification number.

2. TRIAL VERSION OF THE LICENSE

- 2.1. After registering an Account, the Commercial Client has the opportunity to take advantage of a 30-day trial period of using the Software, which is free of charge. After the expiration of this period, in order for the Commercial Client to continue to use the Software, it is required to pay for the License Plan of its choice.

3. SOFTWARE FUNCTIONALITIES

- 3.1. The Company reserves the right to change, modify or update the functionality of the Software at any time without prior notice.
- 3.2. License Plans contain different packages of remote connection hours within the Subscription price, allocated per purchased license (one End User of the Commercial Client). The package of hours to be used by a Commercial Customer within the price of a License Plan is the product of the number of Licenses purchased and the number of hours in the package, as specified in the respective License Plan. End Users of the Commercial Client use one common package of hours.
- 3.3. Each additional hour of remote connection used beyond the hour package within the License Plan price shall be billed according to the price list available on the Website under the respective License Plan. The Company shall not charge for the use of remote connection by the End User of a Commercial Client in excess of 8 hours per day.
- 3.4. Unused hours of remote connection in the Subscription billing period selected by the Commercial Client shall not be carried over to the next billing period. The Client shall not be entitled to a refund of payment in connection with unused hours within the purchased License Plan and License amount.
- 3.5. The provisions of Chapter III, Section 3 of the Agreement shall apply accordingly.

4. PAYMENT TERMS

- 4.1. The Company shall post information on the applicable Subscription price on the Website before the order of a particular License Plan. The Subscription final price depends on the amount of purchased Licenses (access to the Software for End Users of the Commercial Client).
- 4.2. The available currencies in which the Company may quote prices are: the Polish Zloty, Euro and US Dollar.
- 4.3. The currency and price of the Subscription will depend on the country from which the order is placed. The price will be automatically adjusted to reflect the country from which the Subscription is placed. This is due to the fact that the costs of providing the Services from certain countries are higher than the average cost of providing the Services. In case of any doubt, it is considered that the prices listed on the Website are net prices. VAT must be added to the prices given at the rate applicable in accordance with legal regulations.
- 4.4. Payments for the use of the Software and Services under the selected License Plan are made using the Account Balance.
- 4.5. The payment made under the Crediting of the Account Balance is made using the Account and the funds made available to the Company by the Commercial Client.
- 4.6. The funds made available to the Company by a Commercial Client are subject to recording within the Account. The Commercial Client, when ordering a selected License Plan, shall credit the Account Balance with the amount made available by the Company.
- 4.7. The Account Balance is not a bank account or any other payment instrument. It functions as a pre-paid balance for the settlement of Subscription Services according to the selected License Plan.
- 4.8. With the funds from the Account Balance, the Commercial Client shall pay for the use of the Subscription in the License Plan of its choice. Unused funds from the Account Balance, in the situation of termination of the Subscription Agreement, will be returned to the Commercial Client within 30 days from the date of termination of the Agreement. The Account Balance is updated on an ongoing basis after each use. Refunds will be made to the Commercial Client's bank account from which the payment was made, unless otherwise agreed by the Parties.
- 4.9. In the event that a Commercial Client uses the Account Balance prior to the expiration of the selected Subscription payment period, the Commercial Client will receive a notification that all of the Account Balance has been used, along with information that the Account Balance must be recharged within 7 days, under penalty of suspension of the Subscription. The Subscription Service will be suspended until the Crediting of the Account Balance or a maximum of one year. After the expiration of this period, the Company will terminate the Account Agreement and the Subscription Agreement with the Commercial Client.
- 4.10. The Commercial Client makes payment in the form of electronic payment, in the manner indicated on the Website. After selecting an electronic payment system, the system will redirect the Commercial Client to the appropriate web page of the operator of the respective payment system to make payment. The Company shall not be obliged to start providing the Services prior to receipt of positive payment authorization and/or crediting of payment to the Company's account and after a positive verification process of the Licensee, lasting up to 24 hours after crediting of payment to the Company's account. During the verification process, the Commercial Client may be asked to provide additional identifying information. This process is designed to further secure the Parties from unauthorized use of accounts and/or payment cards.
- 4.11. After successful payment processing, the Commercial Client will receive an automatic confirmation of the order of the Subscription to the email address provided during the order placement.
- 4.12. The Company will then issue and deliver to the Commercial Client a VAT Invoice for the purchase of the order of the Subscription. The VAT invoice will be issued and delivered

electronically via the Account, to which the Commercial Client agrees. Upon payment, the Company will allow the Commercial Client to use the Software. With the receipt of this message, the Subscription Agreement with the Commercial Client is concluded.

- 4.13. Upon ordering the Subscription, the Commercial Client is granted the right to use the Trial License free of charge. Upon completion of the 30-day trial period, the Commercial Client is required to order the selected License Plan in order to continue using the Software.
- 4.14. Under this Agreement, Commercial Clients are required to fund the Account Balance themselves, unless an option for automatic collection of the Subscription price has been introduced. If the option to automatically charge the Subscription price is activated, the Company will automatically charge the payment instrument provided by the Commercial Client at specified intervals in accordance with the selected License Plan.
- 4.15. The Commercial Client has the right to terminate the Agreement at any time without notice. Termination of the Agreement does not incur additional costs, and the Company will block the use of the Software and no further payments will be collected.
- 4.16. The Commercial Client has the right to change the License Plan at any time. The modification of the License Plan shall result in termination of the Agreement with immediate effect and execution of a new Subscription Agreement according to the changed License Plan. Funds accumulated in the Account Balance will be credited to the new License Plan and settled in accordance with its terms.

5. QUICKSUPPORT MODULE

- 5.1. The QuickSupport module is a form of remote technical support of the Commercial Client for its Clients or users. It allows the Commercial Client to connect to the user's device to diagnose problems, provide technical support, configure the Software or take other corrective actions related to the use of the Software.
- 5.2. The QuickSupport module is available to Commercial Clients under the License Plan specified on the Website. Use of this module by the user only requires downloading the Software and agreeing to a remote technical connection. While the call is in progress, the user can terminate the QuickSupport session at any time, interrupting the support.
- 5.3. By using QuickSupport, the User consents to remote connection to his/her device by a representative of the Commercial Client. This connection allows remote control of the user's device to the extent necessary to provide technical assistance. The user has the ability to monitor all activities performed during the call.
- 5.4. The QuickSupport service is provided on an "as-is" basis, which means that the Company does not guarantee the full effectiveness of technical support or the resolution of every technical problem. To the extent permitted by law, the Company shall not be liable for any damage, loss of data or other problems resulting from the use of the QuickSupport Module.
- 5.5. QuickSupport service is provided with confidentiality of user data. No personal data, files or other information on the user's device will be stored or used outside the scope of the technical assistance provided. The user is responsible for blocking access to any files or applications that s/he does not wish to share during the QuickSupport session.
- 5.6. The user has the right to terminate the QuickSupport session at any time, which automatically breaks the remote connection. Once the session ends, all support activities cease and the Commercial Client loses access to the user's device.

6. TERMS OF USE OF THE SOFTWARE BY COMMERCIAL CLIENT'S END USERS

- 6.1. The provisions of Chapter II of the Agreement shall apply accordingly to the use of the Software by End Users of the Commercial Client.
- 6.2. The Commercial Client's End Users who use the Software under the Commercial Client Subscription are obligated to comply with the provisions of this Agreement with respect to the terms of use of the Software.

- 6.3. The Commercial Client undertakes to inform the Commercial Client's End Users of the applicable contractual provisions, including the terms of use of the Software. The Commercial Client shall be liable for the actions of the Commercial Client's End Users related to violations of this Agreement or the law.
- 6.4. The Commercial Client shall not make the Software available to the Commercial Client's End Users without proper authorization. Unless otherwise agreed in the Agreement, access to and use of the Software under the License Plan is limited and assigned to a specific authorized End User designated by the Commercial Client using his/her email address.
- 6.5. The Commercial Client shall be fully responsible for the acts and omissions of its End Users, as well as any other individuals who access and use the Services with the credentials provided by the Client, in addition to its own actions and omissions.
- 6.6. The Commercial Client's End Users using the Software acknowledge and agree that they are directly bound by the terms and conditions of use of the Software and other provisions of the Agreement that apply to their use of the Software. Any violation of these terms and conditions by End Users of the Commercial Client will be treated as a breach of the Agreement by the Commercial Client.
- 6.7. By proceeding to use the Software, End Users of the Commercial Client agree to be bound by all applicable contractual terms and conditions, including the terms of use of the Software, the license rules and any other requirements as indicated in this Agreement.
- 6.8. Any restrictions on the use of the Software that apply to the Commercial Client shall also apply to End Users of the Commercial Client using the Software under its Subscription. End Users of a Commercial Client may not exceed the scope of the License Plan or use the Software in a manner inconsistent with its intended use.
- 6.9. The Company contacts the Commercial Client's End User via the Account.

VI. OTHER SERVICES

1. CLIENT HOSTING

- 1.1. Depending on the selected License Plan and in accordance with the provisions of the Agreement, the Company may, in addition to making the Software available by the Company for installation on the Client's devices, enable the use of certain parts of the Software on the server side installed and hosted on the Licensee's server infrastructure.
- 1.2. Client Hosting replaces the corresponding Server Services otherwise provided by the Company. As part of the Client's Hosting, instead of using the Server Services provided by the Company, the Client manages and maintains the servers on which the Software is installed and ensures its operation and availability.
- 1.3. The Client agrees to ensure that the server infrastructure on which the Software runs, including operating systems, hardware drivers and support software, is always updated to the latest version available from the relevant manufacturer or publisher.
- 1.4. The Client is responsible for ensuring the security and integrity of the Client's Hosting and for all data protection measures necessary to secure the Software and data processed therein.
- 1.5. The Company does not make any warranties or representations regarding the Client Hosting and shall not be responsible for any problems related to the operation, security or integration of the Software within the Client Hosting.

2. SERVER SERVICES

- 2.1. The Company provides the Client with Server Services to ensure the proper functioning of the Software.
- 2.2. The Company does not guarantee uninterrupted availability of the Server Services. Server Services may be unavailable or delays may occur for reasons beyond the Company's control, such as network failures, server maintenance or other unforeseen circumstances.

- 2.3. The Company shall not be liable for any loss, damage or inconvenience resulting from the unavailability or delay of the Server Services.
- 2.4. The Licensee is responsible for ensuring that its technical infrastructure (including Internet connection, hardware and software) is compatible with the system requirements of the Software and is suitable for the use of the Server Services.
- 2.5. When using the free version of the Software, the Server Services may be limited and the Company reserves the right to change, modify or discontinue them at any time at its sole discretion.

VII. FINAL PROVISIONS OF THE AGREEMENT

1. The Parties acknowledge that this Agreement, including all appendices and documentation, constitutes the sole and exclusive agreement between the Parties with respect to the subject matter of the Agreement. No other covenants, arrangements, promises or undertakings not contained in this Agreement shall have any legal force or effect unless expressly approved in writing by the Company.
2. If any provision of the Agreement shall be deemed invalid, unenforceable or contrary to applicable law, the remaining provisions shall remain in full force and effect. If any provision is found to be invalid, ineffective or unenforceable, the Parties agree to promptly replace such provision with a new one that, to the greatest extent possible, corresponds to the purpose and intent of the invalid provision. The new provision should be in accordance with applicable law and take into account the intentions of the Parties.
3. Any doubt regarding the interpretation of the provisions of this Agreement shall be resolved in accordance with the general rules of interpretation of the Agreement, taking into account its purpose and nature.
4. In case of contradictions between different versions of the Agreement, including versions in different languages, the English language version will be binding.
5. All disputes arising out of this Agreement or related to its execution, including disputes regarding its validity, interpretation, performance, breach, termination or invalidation, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of the commencement of the proceedings. The arbitration proceedings will be conducted by the National Chamber of Commerce in Poland.
6. The place of arbitration is Warsaw, Poland. The arbitration proceedings will be conducted in English, by a single arbitrator, unless the Parties agree otherwise. The arbitration verdict issued by the arbitrator will be final and binding on the Parties.
7. All matters relating to this Agreement shall be governed by the laws of Poland, excluding its conflict of law rules. In particular, the choice of Polish law shall not affect the rights of the Consumer, which are guaranteed by the mandatory provisions of the laws of the country in which the Consumer has his/her permanent residence and which cannot be excluded by the Agreement.
8. The Software and Services covered by the Agreement, due to the Sanctions, will not be provided or made available in the territory of Russia and Belarus. The Licensee has no right to use the Software or to download, install, use or otherwise exploit the Software in the territory of these countries. Any attempt to circumvent this provision is prohibited and may result in termination of the agreement and legal liability.
9. The Licensee, by accepting this Agreement, represents that it is not:
 - a. an entity subject to Sanctions,
 - b. a governmental body in the Territory of Russia or Belarus or a part of this body,
 - c. owned or controlled by any of the foregoing or acting on their behalf,
 - d. located, organized, residing or conducting business in the Territory of Russia or Belarus, or
 - e. being otherwise the target of any Sanctions.

10. By accepting this Agreement, the Licensee also represents and warrants that it will not engage in any transaction, activity or conduct that would result in a violation of applicable Sanctions, and that it will not make the Controlled Technology available, directly or indirectly, to or for the benefit of any person.
11. All rights and obligations arising from the regulations in the territory of a given country in which the Licensee is located are binding on the given Licensee and s/he may assert his/her rights on the basis of them.

VIII. PERSONAL DATA PROCESSING

1. The Controller of personal data processed as part of the conclusion of the Agreement and within the framework of the performance of the obligations arising therefrom is the Company (the "Data Controller").
2. The correspondence regarding the processing of personal data should be addressed to the Company's address or submitted via the contact form available on the website <https://remotly.com> under "Contact".
3. In connection with the conclusion and performance of the Agreement, the Data Controller will process, as appropriate:
 - a) data of persons acting on behalf of the Contracting Party, if the Client is a legal entity:
 - pursuant to Article 6 (1) (c) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR") in order to effectively conclude the Agreement and to document and settle it, on the basis of applicable laws, including tax and accounting laws,
 - pursuant to Article 6 (1) (f) of the GDPR for the purpose of performing the Agreement,
 - pursuant to Article 6 (1) (f) of the GDPR for the purpose of establishing, protecting and pursuing claims,
 - pursuant to Article 6 (1) (f) of the GDPR for the purpose of establishing or maintaining business relationships,
 - b) data of the Parties to the Agreement if the Client is a natural person:
 - pursuant to Article 6 (1) (c) of the GDPR in order to effectively conclude the Agreement and document and settle it, in accordance with the applicable provisions of law, including tax and accounting law,
 - pursuant to Article 6 (1) (b) of the GDPR for the purpose of performing the Agreement,
 - pursuant to Article 6 (1) (f) of the GDPR for the purpose of establishing, protecting and pursuing claims,
 - pursuant to Article 6 (1) (f) of the GDPR for the purpose of establishing or maintaining business relationships.
4. The personal data of the persons appointed to represent the Commercial Client could be obtained by the Data Controller directly from the data subject; from the person who ordered the establishment of the Account; or from publicly available sources, i.e., relevant records.
5. Categories of personal data obtained indirectly from the data subject include, where applicable, in particular: first name, last name, name and details of the represented entity, address for correspondence, other data publicly available in the NCR (KRS) and CEIDG registers, email address and other contact details.
6. The Data Controller transfers personal data, as appropriate, to:
 - a) persons authorized by the Data Controller, its employees and associates who need to access the data to perform their duties,
 - b) processors to whom the Data Controller assigns certain tasks, e.g., companies dealing with the maintenance of the Data Controller's IT systems or providing the Data Controller with IT tools and server space; companies providing consulting and marketing services; and accounting offices,

- c) other entities that will process personal data as an independent data controller, e.g., where applicable, courier companies and payment processing companies,
 - d) public entities if it results from an obligation imposed by law.
 - e) The Data Controller will process personal data for the duration of the Agreement. After its termination, the Data Controller may continue processing the data in justified situations until the limitation period for claims arising from the contractual relationship with the Client or User expires. This also takes into account the required retention period for accounting documents related to the Agreement as mandated by applicable laws. For personal data processed based on the Data Controller's legitimate interest, such data will be processed until an objection to processing is raised (unless the Data Controller can demonstrate compelling legitimate grounds for processing that outweigh the interests, rights, and freedoms of the data subject, or for the establishment, pursuit, or defense of claims), or until processing is no longer necessary for the purpose for which the data was collected or when that purpose has been achieved, whichever occurs first.
8. In connection with the processing of personal data by the Data Controller, data subjects have the right, within the limits of applicable law and where applicable, to:
- a) access to the content of their data and their rectification and request for their deletion, data portability or limitation of their processing,
 - b) object to the processing of personal data for purposes arising from the legitimate interests of the Data Controller, for reasons related to the particular situation of the data subject,
 - c) withdrawal of consent, if personal data is processed on the basis of Article 6 (1) (a) of the GDPR, which does not affect the legality of processing carried out on the basis of consent before its withdrawal,
 - d) lodge a complaint with the President of the Personal Data Protection Office (or a supervisory authority responsible for personal data protection in another country, in particular in the Member State of the data subject's habitual residence, place of work or place of the alleged infringement) if the data subject considers that the processing of his or her personal data violates the provisions of the GDPR. The list of competent authorities for the Member States is available <https://www.dlapiperdataprotection.com/index.html?t=authority&c=PL&c2=>.
9. Providing personal data is voluntary, but necessary to conclude and execute the Agreement. Failure to provide data will result in the inability to conclude and properly execute the Agreement.
10. Detailed information related to the processing of personal data of Clients and Users by the Company (as the Data Controller) in connection with the conclusion of the Agreement and the use of the Software, including, where applicable, the transfer of personal data outside the European Economic Area, is provided in the following documents, which constitute an element of the information obligation fulfilled by the Data Controller:
- "Privacy Notice for Non-Commercial User of Remotly Software".
 - "Privacy Notice for Client and Commercial User of Remotly Software".
11. In the case of a Commercial License, to the extent applicable, the Company will process certain data related to the use of the Software by Users covered by such License on behalf of the Commercial Client. The scope in question is governed by the Data Processing Agreement, which, in the case of a Commercial License, is an integral part of this Agreement for a Commercial Client.
12. For the processing of personal data of visitors to the <https://remotly.com> website and use of the functionalities provided therein, the content of the Privacy Policy for the <https://remotly.com> website shall apply.

APPENDIX 1:

..... (place), date
.....

Mirillis Core spółka z ograniczoną
odpowiedzialnością (Ltd.)
ul. Fabryczna 14B/1
65-410 Zielona Góra
Poland

CONSUMER DATA:

first name and last name
correspondence address
email address

.....
.....
.....
.....

**Statement
of withdrawal from the Agreement concluded at a distance**

I/We*,.....
.....(first name and last
name/first names and last names), hereby inform about withdrawal from the Agreement for the
provision of the following service:
.....

Date of the Agreement

Signature of the Consumer(s)

(*) Delete as appropriate