

Flowgres General Terms and Conditions of Service

Before using Flowgres Services, the Client is obliged to read the Flowgres General Terms and Conditions of Service (**GTCS**) as their acceptance is equivalent to acceptance without objections.

1. Definitions

- 1.1. **GTCS** - Flowgres General Terms and Conditions of Service - terms of provision and Use of Services, laid down by the Service provider and applicable to the Contracts concluded between the Service Provider and Client. The GTCS are available on <https://flowgres.com/contact/owu>. Placement of an Order by the Client is equivalent to acceptance of the GTCS without objections.
- 1.2. **Service Provider** - ITMORE spółka z ograniczoną odpowiedzialnością with registered office in Pruszcz Gdański, ul. Jana Kochanowskiego 6A/4; 83-000 Pruszcz Gdański, entered in the Register of Entrepreneurs of the National Court Register by the District Court Gdańsk - Północ in Gdańsk, Commercial Division VII of the National Court Register under KRS (*National Court Register*) number: 0000600881, NIP (*Tax Identification Number*): 6040169091, REGON (*National Official Business Register*): 363691046.
- 1.3. **Client** - a natural person, legal person or an organisational unit without legal personality but with legal capacity, who is a Party to the Contract concluded with the Service Provider. **A Client can be only an entrepreneur** within the meaning of the Law on Entrepreneurs of 06.03.2018 ([Journal of Laws of 2018, item 646](#); consolidated text of 08.12.2020 [Journal of Laws of 2021, item 162](#)), and conclusion of the Contract by the Client must be connected with its business or professional activity.
- 1.4. **Parties** - Service Provider and Client.
- 1.5. **Flowgres Service or Service** - service provided by the Service Provider to the Client consisting in:
 - 1.5.1. making cloud space available to the Client;
 - 1.5.2. providing the Client with access to the services and Flowgres Application Versions specified in the Order, except for the cases specified in Clause 5.2. of GTCS;
 - 1.5.3. storage and securing of data input by the Client in the Service on the Service Provider's servers;
 - 1.5.4. The Client purchases the service as is. Support and other services are provided on the basis of a separate order.
- 1.6. **Flowgres Application or Flowgres** - software including integrated online services. Detailed description of functionalities of Flowgres Application is available on <https://flowgres.com/products/>
- 1.7. **Version** - defined Flowgres Application version, downloadable for the Client. Quantitative and functional limits for specific Versions, including relevant Subscription Fees, are available on <https://flowgres.com/pricing/>
- 1.8. **Additional Service** - any service other than the Flowgres Service (e.g. Flowgres Application training) specified by the Parties in a separate order, customised for the Client.
- 1.9. **Contract** - contract of Services and licence for use of the Flowgres Application, concluded between the Service Provider and Client.
- 1.10. **Order** - order for performance of the Service by the Service Provider placed by the Client.
- 1.11. **Access Address** - individual (for the Client) web address (URL) allowing the Client to access the Flowgres Application.
- 1.12. **User** - a natural person, including an employee, person cooperating with the Client under a long-term civil law contract, partner, contractor, for whom the Client creates a User Account.
- 1.13. **User Account** - account of the User with a unique access code and password.
- 1.14. **Client's Administrator** - defined User having extended rights in Flowgres, as specified in detail in Clause 3.7. of GTCS.
- 1.15. **Subscription Fee** - fee for use of the Service, payable according to the selected Settlement Period.
- 1.16. **Installation Fee** - one-off, non-refundable, mandatory fee covering the costs of preparation of the cloud environment for the Client.

- 1.17. **Settlement Period** - period of time (monthly or annual), as determined in the Order, during which the Services are performed and settled.
- 1.18. **Error** - improper operation of the Flowgres Application.
- 1.19. **Maintenance Break** - interruption in access to the Service of which the Service Provider notifies prior to the scheduled break by means of an e-mail sent to the address specified by the Client in the Order. The Service Provider shall make all effort for the Maintenance Break to occur at a time that causes the least disturbances for the Users.
- 1.20. **Failure** - complete inaccessibility of the Service.
- 1.21. **Force Majeure** - event caused by circumstances beyond the Service Provider's control, despite acting with due diligence, including but not limited to: natural disasters, disruptions of social order, including strikes and riots, acts of the government, epidemics and other unpredictable, unavoidable events with severe consequences.

2. General Provisions.

- 2.1. The Services shall be provided on the basis of the Order and in compliance with GTCS.
- 2.2. The Contract is concluded upon collective fulfilment of the following conditions:
 - 2.2.1. placement of an Order by the Client and its acceptance by the Service Provider in the mode specified in Clause 2.3. of GTCS;
 - 2.2.2. acceptance of the GTCS by the Client;
 - 2.2.3. upfront payment by the Client, on the basis of an invoice, of the Installation Fee and Subscription Fee for the first Settlement Period.
- 2.3. The Order shall be placed in writing, by e-mail, to the following address: office@flowgres.com. It is assumed that the Order is placed and signed by a person authorized to place Orders on behalf of the Client. The content of the Order must specify at least the following:
 - 2.3.1. Client's details, including contact e-mail address;
 - 2.3.2. Number of Users for whom User Accounts are to be created;
 - 2.3.3. Number (at least one) of User Accounts having the Client's Administrator rights;
 - 2.3.4. Settlement Period;
 - 2.3.5. Selected Flowgres Application Version;
 - 2.3.6. Client's declaration of familiarisation with the GTCS.
- 2.4. The Order shall be accepted in writing, by way of a reply e-mail sent by the Service Provider along with the invoice for the Installation Fee and Subscription Fee for the first Subscription Period. If the Service Provider cannot accept the Order on the terms proposed by the Client for any reason, it can propose other terms that will bind the Parties if the Client accepts them in the manner specified in Clause 2.2. of GTCS.
- 2.5. Failure to pay the fees specified in Clause 2.2.3. of GTCS within the time limit specified in the invoice authorises the Service Provider to resign from execution of the Order and to cancel it, without notification of the Client.

3. Terms of Provision of Services.

- 3.1. The condition for provision of the Services is possession of Internet access and a web browser by the Client. The recommended web browser supporting proper operation of the Flowgres Application is Google Chrome.
- 3.2. For the purpose of access to the Service, the Service Provider can request the Client for identification data and additional information. The Client is obliged to provide the said data and information and is responsible for their truthfulness and up-to-datedness.
- 3.3. Upon commencement of Service provision, the Client will receive the Access Address as well a login and temporary access password to the User Account to the e-mail address specified in the Order. When accessing the Services, the Client shall use only and exclusively the Access address delivered by the Service Provider. The Client cannot access the Service in any automated manner, e.g. by means of scripts, bots, crawlers, etc.
- 3.4. The Client can have one or more User Accounts, according to the number specified in the Order.
- 3.5. Each User Account can be used by one User only. The Client is not authorised to allow the User Accounts to be shared by several Users or to allow a third party to create a User Account. The Client can, however, transfer an inactive User

Account to a new User at any time.

- 3.6. In the case of breach of Clause 3.5. of the GTCS, the Service Provider can charge the Client with liquidated damages equal to the Subscription Fee for a three-month Settlement Period.
- 3.7. The Client can choose one or more User Accounts to have Client's Administrator rights, including:
 - 3.7.1. addition, editing and deletion of User Accounts as well as setting of the scope of Services and Client's data available for individual Users;
 - 3.7.2. right of access to all data of the Client;
 - 3.7.3. authorisation to grant Client's Administration rights to another User.
- 3.8. The Client shall ensure compliance with the provisions of the GTCS by the Users and is fully liable for the use of the Services by the Users and any damage inflicted by them.
- 3.9. Placing the Order, the Client acknowledges and accepts that even if the Service Provider acts with due diligence, short-term unavailability of the Service caused by reasons beyond the Service Provider's control (as specified, for example, in Clause 10.5. of GTCS) may occur. In connection with the aforementioned, the Client agrees to archiving of all its data input in the Service in another geographic location.

4. Payments.

- 4.1. The Client shall pay the Subscription Fee for use of the Flowgres Services on time, in the amount resulting from the Service pricelist available on <https://flowgres.com/pricing/>. Subject to Clause 4.3. of the GTCS, the Client is bound by the pricelist effective at the time of Order placement.
- 4.2. The Subscription Fee specified in the pricelist is a net amount and value added tax at the rate effective on the invoice date shall be added to it.
- 4.3. If change of the fees specified in the pricelist is required, the Service provider shall notify the Client, supplying the updated version of the pricelist by e-mail. The updated version of the pricelist will be effective not earlier than upon expiry of the current Settlement Period. The Client can object to the pricelist revision and terminate the Contract in the period from the day of notification of the Client of the pricelist revision to the day of its entry into force.
- 4.4. The basis for payment of the Subscription Fee is the invoice issued by the Service Provider. If a monthly Settlement Period is selected, the invoices shall be issued at the beginning of each month with a payment term of at least 14 days. In the case of an annual Settlement Period, the Subscription Fee must be paid before the end of the current Settlement Period on the basis of the invoice issued by the Service Provider no later than 14 days prior to the end of the Settlement Period.
- 4.5. Accepting the GTCS, the Client agrees to sending, including sharing, of invoices by the Service Provider by electronic means of communication (PDF files), which shall be understood as the acceptance within the meaning of Article 106n(1) of the Act on Value Added Tax of 11.03.2004 ([Journal of Laws No. 54, item 535](#); consolidated text of 19.03.2021 [Journal of Laws of 2021, item 685](#)).
- 4.6. The Client shall pay the Subscription Fee to the Service Provider's bank account specified in the invoice, within the payment term specified therein. The payment shall be considered made on the day the funds are credited in the Service Provider's bank account.
- 4.7. The Client can report objects as to correctness of the issued invoice in the complaint mode described in Clause 7. of GTCS.
- 4.8. Any delays in payment of the Subscription Fee or other payables due to the Service Provider shall result in charging of statutory interest for late payment in commercial transactions. The Service Provider can send a payment dunning in writing, by e-mail, to the Client within 7 days from expiry of the due date specified in the invoice.
- 4.9. In case of delay in payment of the Subscription Fee or any other payables due to the Service Provider in excess of 30 days, the Service Provider can suspend provision of the Service (blocking the access to the Service) without prior request for payment, and after subsequent 30 days of delay in payment, the Service Provider can switch the Service off completely (terminating the Contract with immediate effect). In such a case, the Service Provider accepts no liability for failure to perform the Contract, while the Client is not released from the obligation to pay the Subscription Fee for the period of blocked Service Access, until it is switched off by the Service Provider.

4.10. In the situation specified in Clause 4.9. of GTCS, the Service Provider can make resumption of Services conditional upon payment by the Client of all overdue Subscription Fees and a fee for Service resumption equal to a monthly Subscription Fee that will be added to the next invoice.

5. Service Provider's Rights and Obligations.

- 5.1. The Service Provider shall provide the Services within the term of the Contract and shall make all effort, within the limits of possessed resources and means, to make the Service available in an uninterrupted and undisturbed manner and to keep the Flowgres Application functional.
- 5.2. The Service Provider reserves the right to limit or suspend provision of the Services (blocking the Service) for important causes, including but not limited to:
 - 5.2.1. Error, Maintenance Break, Failure;
 - 5.2.2. Client's use of the Services in breach of the GTCS, especially occurrence of an event which under the GTCS forms a basis for termination of the Contract with immediate effect by the Service provider;
 - 5.2.3. Failure to pay the Subscription Fee for the Annual Settlement Period within the time limit specified in Clause 4.4. of GTCS;
 - 5.2.4. Threat or beach of security or integrity of the Services or prevention of cyber-attacks. The above does not release the Client from the obligation to pay the Subscription Fee. The Service Provider is, however, obliged to notify the Client as soon as possible, by e-mail or telephone, of the Service blockade and, in the cases referred to in Clauses 5.2.1. and 5.2.4. of GTCS, of the expected Service resumption time.
- 5.3. The Service Provider reserves the right to refuse to provide the Services in case of overload of the server by the Client (significantly exceeding the average load generated by other Clients).
- 5.4. The Service Provider shall apply appropriate technical and security measures to minimise potential Errors or Failures and to ensure persistence of data input by the Client in the Service, including but not limited to creation of back-up copies at least once every 24 hours and their storage in a safe place. In the case of a Failure, the Service Provider reserves the right to restore the data to the state saved in the last back-up copy.
- 5.5. The Service Provider can modify and update the Services and Flowgres Application at its own discretion, each time notifying the Client of this fact by e-mail if the above changes affect the current terms of Service provision.
- 5.6. The Service Provider reserves the right to send important information regarding the Service to the Client by e-mail to the address specified in the Order, including but not limited to information on new Application Versions or its functionalities, scheduled Maintenance Breaks, potential Failures or other limitations in access to the Service, safety warnings, changes of GTCS or Subscription Fee pricelist as well as commercial information regarding the Service.

6. Client's Rights and Obligations.

- 6.1. The Client can use the Service in compliance with the terms of the Order, GTCS and commonly governing law.
- 6.2. The Client can use the Service only and exclusively within its own business activity conducted under the business name specified in the Order. The Client is prohibited from using the Services for commercial purposes.
- 6.3. The Client shall notify the Service Provider of any changes in contact details, legal status and persons authorised in its enterprise to use the Service and contact the Service Provider.
- 6.4. Within the term of the Contract, the Client can change the scope of the Services and/or number of Users by sending the relevant declaration in writing by e-mail to the following address: office@flowgres.com, it being understood that:
 - 6.4.1. If the scope of the Service is extended and/or number of Users increased, the Client shall pay the difference in the Subscription Fee for the remaining part of the paid-up Settlement Period.
 - 6.4.2. Resignation from specific Services or reduction of the number of Users shall have effect at the end of the Settlement Period.

- 6.5. The Client is entitled to receive information on new Application Versions or its functionalities, scheduled Maintenance Breaks, potential Failures or other limitations in access to the Service, safety warnings, changes of GTCS or Subscription Fee pricelist.
- 6.6. The Client can lodge a complaint regarding an Error, Failure to limitation in availability of the Service in accordance with Clause 7. of GTCS.
- 6.7. The Client is obliged to reasonable cooperation in removal of Errors or adaptation of the Service.
- 6.8. The Client undertakes to protect the Service access data, including but not limited to the User Account access data, and not to make them available or share access to the User Account with any third parties. The Client shall secure its hardware in the required scope to mitigate the risk of improper use of the above described data.
- 6.9. If the Client acquires information on access to the Service by any third parties, the Client shall report this fact immediately to the Service Provider by e-mail to the following address: support@flowgres.com
- 6.10. The Service Provider accepts no liability for any damage sustained by the Client due to breach of Clause 6.8. of GTCS, including but not limited to any damage caused by lack of safeguards against acquisition of access data by or sharing them with unauthorised or untrustworthy persons, and in such a case the Client shall bear exclusive liability for any damage inflicted to the Service Provider or any third parties.
- 6.11. In connection with use of the Service, the Client is not authorised to input, send or store any illegal data or content, especially if:
 - 6.11.1. they may contain software viruses or other files and programs that may destroy, damage or limit the functionality of the Flowgres Application as well as the hardware of the Service Provider or other Clients;
 - 6.11.2. their possession or dissemination is in breach of the law;
 - 6.11.3. they intervene illegally in the industrial property rights of any third parties;
 - 6.11.4. they are a part of a criminal activity;
 - 6.11.5. they are used to disseminate SPAM by means of the Service;
 - 6.11.6. they try to access the User Account of another Client or servers of the Service Provider. Breach of the above shall be deemed a material breach of the GTCS and authorises the Service Provider to charge the Client with liquidated damages amounting to EUR 100,000.00 (one hundred thousand euro) for each case of breach.
- 6.12. If the Service Provider is obliged to pay any compensation to any third parties or if any claims or charges are filed against the Service Provider by any authorities or third parties due to the Client's action or inaction in breach of the GTCS, the Service Provider can charge the Client with the liquidated damages referred to in Clause 6.10. of GTCS. Notwithstanding the aforementioned, in such a case the Client shall reimburse the Service Provider for all expenses and costs incurred in connection with such claims and charges as well as their consequences, including the equivalent of the compensation paid, costs of legal assistance, profit lost on sale of Services.
- 6.13. The Client is not authorised to assign, transfer or encumber any rights or obligations under the Contract without prior consent of the Service provider granted in writing, otherwise being null and void.
- 6.14. The Client agrees to publication of information on conclusion and performance of the Contract for the benefit of the Client in the Service Provider's advertising and promotional materials, including materials provided to the media.

7. Complaints.

- 7.1. The Client shall lodge the complaints immediately, no later than within 7 days from the event being the subject of the complaint, by e-mail to the following address: support@flowgres.com.
- 7.2. Complaints can be lodged by the Client's Administrator.
- 7.3. The complaint must contain a detailed description of the problem. The subject of the Complaint cannot be any minor errors in operation of the Flowgres Application that cannot result in loss or damage of any data stored by the Client.
- 7.4. Complaints are processed on business days (from Monday to Friday) within business hours (from 9:00 AM to 3:00 PM).
- 7.5. In the case of a legitimate and accepted complaint, the Service Provider shall contact the Client to set the date and method of problem solution.

- 7.6. The provisions of Clause 10. of GTCS apply to the Service Provider's liability for damages resulting from complaints.
- 7.7. The Service provider is not obliged to remove any irregularities in provision of the Service if it results from reasons attributable to the Client or a breach of the Contract or GTCS by the Client. Removal of such irregularities by the Service Provider, if applicable, shall be treated as an Additional Service.

8. Intellectual Property Rights.

- 8.1. The Client accepts that all proprietary copyrights and other intellectual property rights to the Flowgres Application are the property of the Service Provider. The Client is, therefore, obliged to use the Service only within the limit of the licence granted to it.
- 8.2. The Client cannot remove, modify or cover any markings indicating copyrights, rights to trademarks or any other property right markings incorporated in or used as part of provision of the Service.
- 8.3. The Client cannot derive the source code, decompile or disassemble the Services.
- 8.4. Upon conclusion of the Contract, the Client is granted a non-exclusive, non-transferable licence, limited in time (for the term of the Contract) and unlimited in terms of territory, for use of the Flowgres Application for the purpose specified in Clause 6.2. of GTCS for a specific number of Users determined in the Order in the following fields of use:
 - 8.4.1. Use of the Flowgres Application in compliance with its functionalities, for a purpose connected with the Client's business or professional activity;
 - 8.4.2. launching the Flowgres Application on such devices as computers, mobile devices, servers, cloud infrastructure as well as sharing the option to use the Flowgres Application online;
 - 8.4.3. enabling use of the Flowgres Application for Users, creating accounts for Users in the Flowgres Application in such a manner that they can access the software in the place and at the time chosen by them;
 - 8.4.4. creation of data bases, reports, printouts, analyses and documents by means of the Flowgres Application and use of such effects of work in any manner determined by the Client.

The licence applies also to all updates or patches of the Services developed by the Service Provider.

- 8.5. The Client is not authorised to sublicense or grant access to the Service to any third parties in any other manner, be it free of charge or against a fee, without prior written consent of the Service Provider.
- 8.6. The Client cannot redistribute, modify or disseminate any cascading sheets, files with Javascript extensions or content of html files developed by the Service Provider, code elements, etc., or place them in any packages, extensions, or incorporate the Service in any other software without prior written consent of the Service Provider.
- 8.7. Any breach of the licence, including but not limited to the provisions of Clause 8. of GTCS, authorises the Service Provider to charge the Client with liquidated damages amounting to EUR 200,000.00 (two hundred thousand euro) for each case of breach.

9. Term and Termination of the Contract.

- 9.1. The Contract is concluded for a definite period of time, as specified in the Order, equal to the paid-up Settlement Period.
- 9.2. If the Client does not notify the Service Provider of resignation from the Services after the original term of the Order no later than 14 days prior to expiry of the Order, it shall be assumed that the Order is extended for the next Settlement Period, on the terms effective on the last day of the period for which the Order was concluded.
- 9.3. If the Contract is terminated with notice, the Subscription Fees shall be charged for the period until expiry of the current Settlement Period.
- 9.4. The Contract can be terminated at any time upon mutual agreement of the Parties.
- 9.5. The Client can terminate the Contract with immediate effect, without notice, in the cases specified in Clauses 4.3. and 12.6. of GTCS. In the cases referred to in this Clause, the Subscription Fees shall be charged until the day of termination of the Contract (receipt of the Client's notice by the Service Provider).

- 9.6. The Service Provider can terminate the Contract with immediate effect, without notice, in the following cases:
 - 9.6.1. breach by the Client of any of the following provisions of GTCS: Clauses 3.5.; 6.8; 6.10.; 6.13.; 8.2.; 8.5.; 8.6.
 - 9.6.2. breach by the Client of other obligations under GTCS and failure to cease the breach or rectify the effects of the breach within 14 days from the day of delivery of the Service Provider's notice by e-mail;
 - 9.6.3. initiation of liquidation or occurrence of a basis for declaration of bankruptcy of the Service Provider or Client.
- 9.7. The Contract termination notice must be made in writing and sent at least by e-mail or else shall be null and void.
- 9.8. If the Service is blocked (especially in the cases specified in Clauses 4.9. and 5.2. of GTCS) for a period exceeding 60 days, the Contract expires automatically (without prior notification of the Client). The Subscription Fee shall be charged until the Contract expires.
- 9.9. Termination or expiry of the Contract results in deletion of the Client's User Accounts, along with all data, within 14 days, with recovery not possible. Prior to expiry of this time limit, the Client shall make back-up copies of input data by itself.

10. Liability of the Service Provider.

- 10.1. The Service Provider's liability towards the Client on all accounts under the Contract or these GTCS, especially in connection with failure to perform or to properly perform the Contract as well as under the law, is limited to actual losses, up to twelve times the value of the net monthly Subscription Fee last paid by the Client prior to the event giving rise to the Service Provider's liability.
- 10.2. In any case, the Service Provider accepts no liability for any loss of profits the Client would have earned had it not been for the inflicted damage or for any indirect or consequential claims.
- 10.3. The Service Provider accepts no liability for any damage resulting from the Client's action or inaction in breach of the Order or GTCS or due the Client's failure to perform or to properly perform the Contract, including but not limited to any damage connected with loss of the Client's data and costs of recovery of lost data.
- 10.4. The Service Provider accepts no liability for the effects of improper use of the Flowgres Application or Services, especially in case of use in breach of the Order or GTCS.
- 10.5. The Service Provider does not accept liability for any Errors, Failures or other disruptions in accessibility and functioning of the Service resulting from events beyond the Service Provider's control, including but not limited to:
 - 10.5.1. Improper operation of the Client's hardware;
 - 10.5.2. Lack or disturbance of Internet connection;
 - 10.5.3. Unauthorised intervention in the Service, Flowgres Application or servers of the Service Provider by third parties;
 - 10.5.4. Service Provider's server Failure;
 - 10.5.5. Force Majeure events;
 - 10.5.6. Events resulting only and exclusively from actions or inactions of third parties;
 - 10.5.7. DOS or DNS attacks on the hardware of the Service Provider or other persons;
 - 10.5.8. Incompatibility with other software or hardware configuration.

In such a case, any failure (full or partial) or daily in performance of obligations shall not be a breach of the Contract or GTCS. On the other hand, the Client is not authorised to terminate the Contract with immediate effect or to claim refund of fees paid.

- 10.6. The Service Provider accepts no liability for the content of data input by the Client in connection with use of the Service. The Service Provider is not authorised to monitor, censor or edit such data.

11. Privacy Policy and Personal Data Protection.

- 11.1. The data input by the Client in the Service are the property of the Client who is their Controller. The Service Provider shall notify the Controller immediately of any breaches of personal data protection.

- 11.2. All data input in the Service will be processed by the Service provider in compliance with the Personal Data protection Act of 10 May 2018 (Journal of Laws of 2018, items 1000 and 1669; consolidated text of 30 August 2019: Journal of Laws of 2019, item 1781) and 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 (OJ EU L 119 of 04.05.2016, p. 1), hereinafter referred to as **GDPR**.
- 11.3. The Service Provider undertakes not to use the data input by the Client in the Service for any purposes, which, however, does not apply to data required to provide the Service.
- 11.4. The Service Provider warrants that the persons having access to the personal data are obliged to keep processed personal data confidential.
- 11.5. All data stored by the Service Provider will be protected from their input in the Service and secured against external intervention or unauthorised access. Furthermore, the Service Provider will make back-up copies for the purpose of additional security against loss. The Service Provider undertakes to store back-up copies of data for the last 14 days.
- 11.6. The entire communication within the Service is encrypted by means of the SSL protocol. Accepting the GTCS, the Client declares that it considers this encryption method to be sufficiently secure.
- 11.7. Provision of the Service requires processing of personal data and, thus, the Client engages the Service Provider and the Service Provider accepts the engagement concerning processing of such personal data for the purpose and in the scope provided for in the Contract.
- 11.8. Under Articles 13 and 14 of GDPR, the Service Provider - in performance of its information obligation - informs as follows:
 - 11.8.1. **Personal Data Controller.** The Controller of the Client's personal data is the Service Provider, i.e. ITMORE spółka z ograniczoną odpowiedzialnością with registered office in Pruszcz Gdański, ul. Jana Kochanowskiego 6A/4; 83-000 Pruszcz Gdański, entered in the Register of Entrepreneurs of the National Court Register by the District Court Gdańsk - Północ in Gdańsk, Commercial Division VII of the National Court Register under KRS (National Court Register) number: 0000600881, NIP (Tax Identification Number): 6040169091, REGON (National Official Business Register): 36369104600000. The Data Protection Officer (DPO) can be contacted at the following address: office@flowgres.com.
 - 11.8.2. **Principles of Personal Data Processing.** The personal data are processed for the purpose and in the scope specified in the Act on Electronic Services of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended) for the purpose of performance of the Service Contract. The collected data can be also processed for the purpose of assertion of potential claims, for tax purposes and to ensure highest quality of Services. The scope of entrusted data includes, without limitation, the following personal data of Users of Services: name, surname, billing address, e-mail address, telephone number, information on use of Services, IP address, technical data of Client's devices. For the purpose of performance of the Contract or any other legal act performed with the Client, the Service Provider can process other data required due to the specifics of the provided service or its settlement method. In addition to the data input by the Users, data on the User's IP address, browser type, type of the operating system may be collected automatically during use of the Service.
 - 11.8.3. **Basis for Personal Data Processing.** The personal data will be processed to allow provision of the Service under Article 6(1)(b) of GDPR. The legal basis for data processing is the Contract. Failure to provide personal data may make conclusion and performance of the Contract impossible. The data will be processed until performance of the Contract is completed (within the period of Service provision), no longer than until expiry of claims and in compliance with the obligations imposed by the commonly governing law. Upon termination of the Services, the Service Provider will process the personal data required for Service settlement and assertion of claims due to payments for use of the Service, required for the purpose of advertising, market research as well as research concerning Clients' behaviours and preferences, with results of said research used to improve the Services, subject to the Clients' consents and on terms provided for by the law. Granting consent for the processing of personal data for marketing purposes authorises supply of information on offers, promotions and services offered by the Service Provider to the Client. The legal basis for processing of data for marketing purposes is the Client's consent which can be withdrawn at any time. The data will be processed until the consent is withdrawn.

The personal data of persons visiting the Service Provider's website can be processed in certain cases on the basis of the legitimate interest of the data Controller.

11.8.4. Recipients of Personal Data. The Service Provider can transfer the personal data to the following categories of recipients:

- a) companies providing services in the scope of availability of servers, maintenance and support for IT systems;
- b) banks and entities supporting electronic payments;
- c) law and tax firms in the case of legal counselling and representation of the Service Provider's interest, if needed;
- d) companies providing marketing services if the Client grants consent for processing of personal data for marketing purposes.

11.8.5. Rights of Data Subjects. The Client has the right to access the content of its data and the right to rectify, erase, restrict their processing, right to data portability, right to object to processing and right to withdraw the consent at any time (not affecting lawfulness of the processing performed prior to its withdrawal). The Client has the right to file a complaint with a supervisory authority, i.e. President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw.

11.8.6. Transfer of Personal Data outside the EEA or to International Organisations. The Service Provider will not transfer the processed data outside the EEA or to International Organisations. In order to ensure technical operation of the Flowgres Application and data persistence, data can be copied, reproduced and stored on servers located in server rooms supported by third parties providing data storage and security services to the Service Provider, it being understood that all server rooms are located within the territory of the European Union.

11.8.7. Automated Decision-Making and Profiling. Subject to the Client's consent, the Service Provider can make automated decisions on the basis of personal data obtained in connection with provision of services, including profiling.

12. Final Provisions.

12.1. Unless the commonly governing law obliges the Parties otherwise, the Parties undertake not to disclose any information being trade secrets and received from the other Party or acquired in connection with execution of the Order.

12.2. The liquidated damages referred to in the GTCS can be charged by the Service Provider independently of one another; they shall be due to the Service Provider in case of every breach of any of the Client's obligations specified in the GTCS; they shall be due to the Service provider irrespective of any other rights of the Service Provider under the GTCS; The Service Provider can seek compensation exceeding the liquidated damages reserved in GTCS according to the general principles of the law. If the Service provider exercises the right to charge the liquidated damages reserved in the GTCS, the Client shall pay such liquidated damages to the Service Provider on its request, within the time limit specified in the request for payment.

12.3. If a written form is reserved in the GTCS for specific actions, the requirement shall be deemed met if the action is performed by means of an electronic mail message signed with a name and surname.

12.4. Exclusion of application or change of the GTCS must be made in the form of a separate written agreement, or else shall be null and void, unless the Parties previously waive the written form for such changes.

12.5. Should any provision of the GTCS be or become invalid, ineffective or unenforceable, it shall not affect the validity, effectiveness or enforceability of other provisions of the GTCS. In such a case, the Parties shall make all effort to replace such provisions with new provisions corresponding to their origination intentions.

12.6. The Service Provider can change the GTCS at any time, provided that the changes shall enter into force on the day of their announcement on the website specified in Clause 1.1. of GTCS. If the Client does not agree to the changes, it can terminate the contract in compliance with Clause 9.6. of the GTCS within 14 days from receipt of the e-mail.

- 12.7. All disputes or claims between the Parties connected with the content and/or performance of the Contract shall be resolved by the Parties by means of negotiations. If the Parties do not reach an agreement within 30 days from the day of delivery of the letter initiating the dispute or specifying the claim, such a dispute or claim shall be resolved by the common court of proper venue for the registered office of the Service Provider.
 - 12.8. In all matters not regulated by these GTCS, the commonly governing Polish law shall apply, including but not limited to the Civil Code.
 - 12.9. These GTCS are effective as of 1 May 2019.
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