

TERMS OF SERVICE

DEFINITIONS

Chatbot	a tool for conversation with Client Users with the characteristics and specification stipulated in the Order;
Business Day	Monday through Friday, except for holidays;
Client	entity using the Services, entering into an Agreement with Wandlee on the terms and conditions stipulated herein; in these ToS, if the contents indicate so, Client shall also mean persons delegated by the Client to support Chatbot and Services;
Terms	these general Terms and Conditions
Force Majeure	an event that could not have been predicted while observing due diligence required in professional relations, which is external both to the Client and to Wandlee, and which could not have been prevented while applying due diligence;
Specification	Chatbot parameters specified in the Order;
Parties	Wandlee and the Client;
Agreement	an agreement concluded between Wandlee and the Client aimed at the Client's use of the Services, and including Wandlee's granting licence for use to the Client;
Services	all services provided by Wandlee to the Clients, including electronic services in the form of making Chatbots available and granting the licence;
Wandlee/Service Provider	Wandlee Sp. z o.o., with its registered office in Warsaw at the address: 02-001 Warszawa, Al. Jerozolimskie 85/21, entered in the Register of Entrepreneurs of the National Court Register for the City of Warsaw, 12 th Commercial Department of the National Court Register, as number KRS 0000607072 VAT number (NIP): 7010557972, with equity of PLN 5,600;
User	a natural person using the Chatbot made available to the Client;
Order	terms of reference with respect to the Agreement, in particular licence term, licence fee, Specification, and other terms of the Agreement not stipulated herein, drafted on a form made available by Wandlee for this purpose.

1. OBJECT OF THESE TERMS OF SERVICE

- 1.1. These Terms of Service shall stipulate general terms for granting the licence and provision of Services by Wandlee to the Clients.
- 1.2. These Terms of Service are aimed at defining the rights and responsibilities of the Parties with respect to granting the licence and provision of Services by Wandlee.
- 1.3. Issues not regulated in these Terms of Service shall be governed by the Order and the Agreement.
- 1.4. The Agreement does not refer to individual current use of Chatbot by the Client. The Client shall be exclusively liable for contents placed by the Client in the Chatbot.

2. REPRESENTATIONS OF THE PARTIES

- 2.1. Wandlee represents and warrants that:
 - 2.1.1. Chatbot is a fully operational software that allows automatic communication with Users;
 - 2.1.2. Wandlee has the rights to provide the Services and grant the licence;
 - 2.1.3. Wandlee has relevant know-how to tailor the Chatbot to the Client's needs on the terms specified in the Order;
 - 2.1.4. Wandlee holds unlimited and exclusive copyright to the Chatbot;
 - 2.1.5. Wandlee may dispose of copyright to the extent necessary to grant the licence and enter into Agreement;
 - 2.1.6. Wandlee does not monitor how the Services are used, and does not provide consulting or recommendations in this respect; if any information provided by Wandlee sounds like a recommendation, the Client shall be obligated to consult such a recommendation with a legal counsel or another person having appropriate competences before implementing it.
- 2.2. The Client represents and warrants that:
 - 2.2.1. The Client is aware of the Chatbot operating method;
 - 2.2.2. The Client will use the Services and Chatbot according to these Terms of Service and legal regulations, in particular including personal data protection regulations;
 - 2.2.3. The Client is aware that Wandlee is just a Chatbot provider and grants the licence, while the Client is liable for its legitimate use, according to good commercial practice, without violating the subjective rights of third parties, with special consideration of the Users.

3. CHATBOT AND THE LICENCE

- 3.1. In order to use all functionalities of the Chatbot and Services, the Client must meet the following minimum technical conditions: Internet access and an active account on the platform where the Client will use the Chatbot. If the use of Chatbot functionalities is preconditioned by other technical requirements, they will be specified in the Order.
- 3.2. Wandlee points out a particular User's possibility of using the Chatbot, as well as Chatbot operating method, may depend on:
 - 3.2.1. User's browser settings;
 - 3.2.2. User's account settings on a given platform or in a given mobile application;
 - 3.2.3. updates of the mobile application used by the User;
 - 3.2.4. configuration of mobile applications and platforms provided by third parties.
- 3.3. Use of the Chatbot in a manner contrary to these Terms of Service, applicable regulations, good commercial practice, or principles of social conduct shall be prohibited. Any illegal content provided by the Client shall be prohibited. In particular, the Client may not include information in the Chatbot that would be in violation of the law, or of third party personal rights, or information that could be used for illegal purposes.
- 3.4. Wandlee reserves all rights to the Chatbot if not expressly granted to the Client under the Agreement. The Agreement shall not give the Client any rights in particular with respect to:
 - (a) reproduction, dissemination, lending, disposal, or any other way of direct and indirect redistribution of the Chatbot, both under a charge and free-of-charge, while bypassing Wandlee,
 - (b) modification, reverse-engineering, or other interfering with Chatbot software,
 - (c) use and elaboration of intellectual property proprietary to Wandlee to create own products and services,
 - (d) use of intellectual property proprietary to Wandlee for illegal purposes or to the detriment of Wandlee.Any behaviour similar to the above shall be deemed as breach of contract.
- 3.5. Wandlee grants a licence to the Client to use the Chatbot with the parameters conforming to the Specification.
- 3.6. The licence is not exclusive.
- 3.7. The licence territory has been stipulated in the Order.
- 3.8. The Licence is granted for the period stipulated in the Order.
- 3.9. The licence is granted under a fee with the condition precedent of payment of the consideration stipulated in the Order.
- 3.10. The Client shall not have the right to sub-licence.
- 3.11. The Licence shall be limited to the web servers listed in the Order.
- 3.12. The Licence is granted on the following fields of exploitation:
 - 3.12.1. making the Chatbot publicly available in such a manner so that everyone can access it at any time and place;
 - 3.12.2. use of Chatbot on all devices with Internet access;

- 3.12.3. use of new versions of Chatbot and its adaptations, according to the functionalities.
- 3.13. The Order may also stipulate a different scope of the Licence. In such cases, both Parties must expressly agree on and confirm such an amendment to these Terms of Service.

4. USERS

- 4.1. The Client shall have the right to make the Chatbot available to Users so as to provide access to its functionalities.
- 4.2. When making the Chatbot available, the Client shall be obligated to follow all the legal regulations, with special consideration of electronic services and General Data Protection Regulation.

5. ORDER

- 5.1. For the purpose of entering the Agreement by the Parties, the Client must place an Order.
- 5.2. In the Order, the Parties shall agree on the terms of the Agreement other than stated in these Terms of Service, with special consideration of the Term, Chatbot functionalities, and remuneration due to Wandlee.
- 5.3. The Agreement shall be concluded upon Order signing by both Parties.
- 5.4. The Chatbot shall be provided to the Client via activation link, at the time stipulated in the Schedule attached to the Order.

6. REMUNERATION

- 6.1. Wandlee's remuneration under the Agreement shall be the amount stipulated in the Agreement and, in cases envisaged in these Terms of Service, will also take the form of monthly remuneration referred to in Clause 10.5. of these Terms of Service.
- 6.2. Remuneration shall be paid to Wandlee by the Client within 7 (seven) days from submission of a VAT invoice at the bank account indicated in the invoice.
- 6.3. The Client agrees to receiving electronic invoices.
- 6.4. If the Client fails to make the payment, after an additional payment date provided by Wandlee in the request for payment sent at the Client's e-mail address, Wandlee shall have the right to block the Chatbot with a possibility of reactivation when the payment is made. If the Client fails to make the payment by the additional payment date, Wandlee shall have the right to terminate the Agreement with immediate effect.
- 6.5. If the Client fails to make the payment to Wandlee again (or more times), Wandlee shall have the right to terminate the Agreement with immediate effect without any prior requests for payment sent to the Client.

7. CONFIDENTIALITY

- 7.1. Both Wandlee and the Client shall observe confidentiality with respect to all data, information, and documents related to the business or professional activities of the other Party, as well as related to its marketing, promotional, and commercial plans, as obtained directly and indirectly during the performance of the Agreement entered into pursuant to these Terms of Service, in particular including all technical and commercial data of a Party or its affiliates and their clients (Confidential Information). Both Parties commit not to disclose Confidential Information to any third party without a prior express consent from the other Party.
- 7.2. The confidentiality obligation and data security commitments contained in these Terms of Service shall apply notwithstanding whether Confidential Information was provide orally, in writing, or in any other form.
- 7.3. Access to Confidential Information shall only be provided on the need-to-know basis for the purpose of proper performance of the Agreement, to persons informed about confidential nature of such information and commitments under this Clause.
- 7.4. The confidentiality obligation referred to in this Clause shall apply throughout the term of the Agreement and for the period of 3 (three) years from its expiry, termination, withdrawal therefrom, or end of term.
- 7.5. In the event of violation of the confidentiality obligation by either Party, the Party in breach shall pay a contractual penalty of PLN 50,000 (fifty thousand zlotys) on request of the other Party within 7 (seven) days from such written request.
- 7.6. Both Parties shall have the right to pursue compensation for damage in excess of the contractual penalty referred to in Clause 7.5. above, on general terms.
- 7.7. The Client agrees to Wandlee's announcing the fact of cooperation with the Client for promotional purposes. The Client grants Wandlee a non-exclusive licence, unlimited by

territory or in time, to use its logo, its use by Wandlee in the manner stipulated in the previous sentence, if such use does not violate the Client's personal rights.

8. LIABILITY

- 8.1. The Client shall be exclusively liable for User damage caused by the use of Chatbot, unless the damage is attributable to deliberate action or gross negligence on the part of Wandlee.
- 8.2. Wandlee shall provide the telecommunications infrastructure and assure its effective technical operation, and shall be liable in this respect for the Chatbot and the Services.
- 8.3. Wandlee shall be liable for damage caused to the Client exclusively to the extent whereby the damage is attributable to deliberate action or gross negligence on the part of Wandlee. In particular, Wandlee shall not be liable for Chatbot malfunction for reasons listed in Clause 3.2. of these Terms of Service.
- 8.4. Wandlee shall not be liable for Client's lost profits.
- 8.5. Wandlee commits to indemnify the Client against any third party claims pursued with respect to violation of copyright or moral rights through using the Chatbot, and to participate in the pending proceeding, if necessary.
- 8.6. Wandlee shall not be liable for any damage being a result of: (a) violation of these Terms of Service by the Client, (b) use of Services for illegal purposes, in particular for sending unsolicited commercial information, (c) malware illegally implemented in the Chatbot.

9. GUARANTEE AND WARRANTY

- 9.1. Wandlee shall provide the Client with a guarantee of correct Chatbot function, meaning operability of all Chatbot functionalities specified in the Order. The warranty related to Chatbot defects shall be excluded.
- 9.2. In relation to the provided guarantee, Wandlee commits to eliminate all Chatbot errors that prevent or render it difficult to use Chatbot functionalities at the time and in the manner specified in the Order.
- 9.3. The guarantee shall not include errors caused by modifications to the Chatbot made without Wandlee's consent, as well as errors caused by malfunction of websites or applications provided by third parties, with special consideration of www.facebook.com and Messenger mobile application.

10. TERM AND TERMINATION

- 10.1. The Agreement shall be entered into for the term stipulated in the Order.
- 10.2. The Client shall have the right to submit a statement, during the term thereof, about not extending the term of the Agreement by submitting the respective written statement at the address of Wandlee.
- 10.3. If the Client fails to submit the statement referred to in Clause 10.2. above, after the term stipulated in the Order, the Agreement shall be extended for indefinite term.
- 10.4. If the Agreement is transformed into the Agreement for indefinite term, both Parties may terminate it under a 3- (three-)months' notice effective at the end of a calendar month by sending a relevant written statement at the other Party's address.
- 10.5. If the Agreement is transformed into the Agreement for indefinite term, the Client shall be obligated to pay monthly remuneration to Wandlee according to the Order, in the amount stipulated therein.
- 10.6. Wandlee shall have the right to terminate the Agreement with immediate effect in the following circumstances:
 - 10.6.1. If the Client has not made the payment of at least two monthly remunerations referred to in Clause 10.5. above;
 - 10.6.2. If the Client has used the Chatbot contrary to the Agreement or good conduct and, within 7 (seven) days from receiving a written request to abstain from breach of contract, has continued such use;
 - 10.6.3. If the Client has violated the licence terms stipulated in Clause 3 of the Agreement and, within 7 (seven) days from receiving a written request to abstain from breach of contract, has not eliminated the breach or the effects thereof.
- 10.7. Both Parties shall have the right to terminate the Agreement with immediate effect in the event of other Party's breach of the confidentiality obligation with respect to Confidential Information.

11. PERSONAL DATA

- 11.1. In the event of processing personal data of Users using the Chatbot, the Client shall always act as the data controller, whereas the fact of Wandlee's granting the Licence or provision of Services to the Client may not be interpreted as control of the aforementioned personal data.
- 11.2. Wandlee shall not be liable for processing of data acquired by the Client, or for the Client's compliance with GDPR. Wandlee may provide the guidelines or its own opinion to the Client in this respect, yet this shall not be binding neither to Wandlee or to the Client, and shall not, in particular, extend the scope of the Services and the Agreement, which shall always involve providing programming tools to the Client.
- 11.3. The Client shall decide about the scope of the Data processed, in particular with respect to personal data processed by relevant functionalities.
- 11.4. Wandlee guarantees that the data stored in the Chatbot will not be made available to third parties or used by Wandlee for own purposes unrelated to these Terms of Service, except for situation where such disclosure is mandatory according to legal regulations.
- 11.5. Wandlee guarantees that (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons) it has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk. Wandlee also ensures that the provisions of Article 28(2) and Article 4 GDPR shall be followed.
- 11.6. Upon entering into Agreement, the Client shall outsource personal data processing to Wandlee (Processing Agreement) with respect to full name, Facebook ID, and other data legally obtained by the Client during the User's use of the Chatbot (categories of data subjects: Users, Client's contractors, or potential contractors). Such personal data shall be processed by Wandlee exclusively for the purpose of performing the Agreement and assuring Chatbot functionalities. The data processing by Wandlee for the Client shall include: collection, recording, organisation, structuring, storage, adaptation or alteration, use, transmission, making available, erasure or destruction.
- 11.7. The data shall be processed by Wandlee exclusively for the term of the Agreement between the Parties.
- 11.8. Wandlee shall process personal data exclusively upon a documented request from the Client. If a data subject addressed Wandlee directly to rectify or erase one's personal data, we shall immediately pass the request to the Client.
- 11.9. Wandlee assures that access to the data processed on behalf of the Client shall only be provided to persons with updated authorisation from Wandlee, as referred to in GDPR, trained in securing the data processed according to new standards. Wandlee also assures that the persons authorised to process personal data commit to keep personal data confidential, as well as security measures, or that they should be subject to the statutory confidentiality obligation, and that the persons must commit to follow GDPR and national regulations implementing GDPR.
- 11.10. Wandlee shall immediately provide Client's access to all information necessary to evidence that the mandatory obligations required under the generally applicable legal regulations on personal data protection have been met; the Client, as the data controller, or a professional auditor authorised by the Client to conduct audits and inspections shall be provided access to such data, and Wandlee shall contribute to such an audit or inspection.
- 11.11. Considering the nature of processing, if possible, Wandlee shall assist the data controllers, through relevant technical and organisational measures, in meeting the requirement of responding to requests of data subjects as regards pursuing their rights under GDPR. Considering the nature of processing and available information, Wandlee shall also assist the data controllers in meeting the obligations stipulated in Article 32 through Article 36 GDPR.
- 11.12. Wandlee shall exhaustively reply to each and every request from data controllers related to data processing within 3 (three) business days from receiving the inquiry.
- 11.13. Wandlee commits to report to the Client any violations related to data processing. In particular, Wandlee commits to inform the Client immediately, yet not later than within 36 hours from becoming informed thereof, about all and any events that may result in its liability as the data controller pursuant to generally applicable regulations on personal data protection.

- 11.14. In the event where the outsourced personal data are processed outside the territory of the EU, Wandlee shall provide the data controllers with copies of documents evidencing legality of such measures (e.g. document of standard contractual clauses applicable in the agreement with sub-processor).
- 11.15. Wandlee may outsource processing of personal data provided by the Client to other entities in order to assure Chatbot functionalities, and within internal data controller support processes, in particular including: developer company, accountancy company, telecommunications provider, online payment system provider, e-mail provider, CRM provider, legal counsel, and hosting company (general consent).
- 11.16. Wandlee shall inform the Client about all and any changes involving addition or substitution of other processors, at least 7 (seven) business days before the planned start of processing by another processor, to thus allow the Client to object to Wandlee's use of another processor. In the absence of such an objection, the Client shall be deemed to have agreed to the change.
- 11.17. Wandlee commits to assure that the provisions of the agreement concluded with the entity to be outsourced to process the provided personal data should reflect the provisions on data protection agreed between Wandlee and the Client in these Terms of Service, and according to GDPR.
- 11.18. Following the end of Service provision to the Client, as related to processing, depending on the Client's decision, Wandlee shall remove or return all the personal data, and shall erase all existing copies thereof, unless the EU law or the law of a particular member state impose the duty for Wandlee to keep personal data.

12. AMENDMENTS

- 12.1. Wandlee reserves the right to amend these Terms of Service at any time for important legal reasons (amendment of generally applicable legal regulations regarding Wandlee's business or its legal form) or for technical reasons (upgrade or change to Chatbot operation). The reason for amending these Terms of Service shall be indicated at each and every instance in the manner stipulated below.
- 12.2. The Client shall be informed about an amendment to these Terms of Service by sending the amendments to the Terms of Service to the contact person indicated in the Order by e-mail.
- 12.3. If the Client fails to terminate the Agreement within 14 (fourteen) days from receiving the message referred to in Clause 12.2. above, the Terms of Service shall be deemed to have been accepted in the amended version.

13. FORCE MAJEURE

- 13.1. During the period of prevailing Force Majeure circumstances, the performance and obligations of a Party shall be suspended to the extent covered by Force Majeure. The suspension shall also include liability of the Parties for non-performance.
- 13.2. Both Parties shall be obligated to immediately notify the other Party about the occurrence of Force Majeure circumstances.

14. FINAL PROVISIONS

- 14.1. Termination or expiry of these Terms of Service shall not relieve either Party from the duty to perform under commitments entered into during the term of these Terms of Service, in particular including payment by the Client of the justified amount due to Wandlee, unless the Parties agree otherwise.
- 14.2. The governing law for commitments under the Agreements and these Terms of Service shall be the laws of Poland. Agreements related to Service performance shall be concluded in Polish.
- 14.3. On its website, Wandlee does not place any offers submitted electronically in the meaning of the Polish Civil Code. In particular, regulations regarding offer submission in the electronic form shall not apply.
- 14.4. The governing law for commitments under these Terms of Service shall be the laws of Poland.
- 14.5. If any of the provisions of these Terms of Service turns out to be void, ineffective or unenforceable, in whole or in part, this shall not affect the validity, effectiveness, or enforceability of the remaining provisions, which shall remain in full force and effect. The

Parties commit to enter into negotiations in good faith with respect to substituting void, ineffective or unenforceable provisions, in whole or in part, with provisions that would have legal and economic effect as close as possible to the provisions substituted.

- 14.6. Any disputes occurring between Wandlee and the Client shall be referred to the court having jurisdiction over Wandlee's offices.
- 14.7. Any amendments to the Agreement other than amendments to the Terms of Service referred to in Clause 12 above must be made in writing, as otherwise they shall be null and void.
- 14.8. These Terms of Service shall enter into force on 31 May 2019.