STATUTE OF TERMS AND CONDITIONS FOR PROVIDING ELECTRONIC SERVICES

This document sets out the rules governing functioning of the website available at www.aiaconcept.com (hereinafter referred to as the 'Website') and the AIA Business mobile application (hereinafter referred to as the 'Application'), as well as the rules of using electronic services provided as part of the Website and the Application by the company under the name AIA Concept Spółka z ograniczoną odpowiedzialnością with its registered office in Częstochowa, ul. Śląska 15, 42-217 Częstochowa, KRS 0000858326, REGON 386946057, NIP 5732921073, e-mail address:aia@aiaconcept.com (hereinafter referred to as "Service Provider"), and in particular types and scope of services provided by electronic means, conditions for the provision of these services, conditions for conclusion and termination of agreements for the provision of services by electronic means and the complaint procedure.

I. DEFINITIONS

1. The terms used in the Statute shall have the following meanings:
   a) **Statute** - these statute for rendering electronic services;
   b) **Service Provider** - the company operating as AIA Concept Spółka z ograniczoną odpowiedzialnością with its registered office in 42-217 Częstochowa, ul. Śląska 15, KRS 0000858326, REGON 386946057, NIP 5732921073;
   c) **User** - a natural person using the Website or the Application, having a User Account; a Buyer having a User Account and using the Website or the Application is also a User;
   d) **Buyer** - a natural person, a legal person and an organisational unit without legal personality, which is granted legal capacity by the Act, purchasing a Subscription Plan or an Online Service via the Website; a Buyer may be a User at the same time if uses the Website or the Application and has a User Account;
   e) **Guest** - a natural person using the Website or the Application without having a User Account;
   f) **Entrepreneur** - a natural person, legal person or unincorporated entity using the Website or the Application in the course of a business or professional activity;
   g) **Consumer** - a natural person using the Website or Application for a purpose not directly related to its business or professional activity;
   h) **Mobile Application/Application** - software under the name of AIA Business, made available to the User via Google Play or AppStore, intended to be installed in the memory of the Mobile Device, enabling the User to use the Services;
   i) **Website** - the website operating at www.aiaconcept.com, operated by the Service Provider;
   j) **Electronic Services** - services provided by the Service Provider to the Users by electronic means within the meaning of the Act of 18 July 2002 on provision of services by electronic means;
   k) **Online Services** - services provided by the Service Provider to the Buyer under the Service Agreement;
   l) **Services** - collectively, Electronic Services and Online Services;
   m) **Mobile Device** - a device which allows the use of the Application, in particular a mobile phone (smartphone type) or tablet, operating on the basis of the Android or iOS operating system;
   n) **User Account** - an individual User panel available after registration and logging in, marked with a login and password, maintained for the User by the Service Provider, being a collection of resources in which the User's data and information on the User's activities within the Application are stored;
   o) **Registration** - a single action performed by the User within the Application by completing the registration form in order to set up a User Account to use the functionalities of the Application and the Services provided by the Service Provider;
   p) **Agreement For Providing Online Services** - agreement for the provision of services by the Service Provider to the Buyer concerning online Services covered by an order, the terms of which are specified in these Terms of Use.
   q) **Agreement For Providing Electronic Services** - agreement for the provision of services by electronic means concluded between the Service Provider and the User on the basis of the Regulations, by its acceptance by the User;
   r) **Agreement** - jointly the Agreement For Providing Online Services and the Agreement For Providing Electronic Services;
   s) **Subscription Period** - the period of access to the User Account within the Application for which the Buyer pays the Subscription Fee;
   t) **Subscription Fee** - the fee for the User's access to the Application, in the amount specified in the Subscription Plan;

u) **Subscription Plan** - means the payment variant for the User's access to the Application, selected from those available on the Website;

v) **Payment Operator** - shall mean Krajowy Integrator Płatności S.A., provider of the tpay.com online payment service.

II. GENERAL PROVISIONS

1. This Statute sets forth, in particular, the types and scope of Services provided by the Service Provider on the Application and the Website, the terms and conditions for provision of Services, the terms and conditions for conclusion and termination of the Agreement, and the procedure for complaints.
2. The Guest may use the Website and the Application to a limited extent, allowing in particular to browse the content of the Website and to purchase a Subscription Plan, and within the Application to the extent that the Registration form can be displayed.
3. The use of the full functionalities of the Application requires Registration and creation of a User Account, as well as Subscription Plan purchase.
4. The Visitor shall, immediately upon viewing the Website or downloading the Application, read this Statute.
5. By creating a User Account on the Application, the User confirms that it has read and accepts this Statute. Confirmation of reading and accepting this Statute is voluntary, however, it is a condition for use the services requiring Registration.
6. Communication with the Service Provider by the User, the Buyer or the Visitor shall cause the User to incur the costs resulting from the agreements concluded by them with third parties for the possibility to use certain forms of remote communication. The Service Provider does not charge any additional fees or benefits for the possibility of communicating with it.

III. TYPES AND SCOPE OF SERVICES PROVIDED

1. The Service Provider shall, within the framework of the Website and Application, provide in particular the following Services:
   a) providing access to materials and data on the Website and Application;
   b) purchase on the Website of a Subscription Plan allowing access to the Application after creating a User Account;
   c) purchase of the Online Service;
   d) creation and maintenance of a User Account on the Application and use of the functionalities associated with the User Account that enable the User, in particular, to perform an internal human needs survey with individual analysis;

2. The Service Provider shall provide the Electronic Services listed in paragraph 1(a) to (b) free of charge. Other Electronic Services are provided by the Service Provider for a fee, according to the selected Subscription Plan.

All graphic elements of the Website and Application, the technical solutions used therein, the content elements, as well as the way in which the graphic elements and content are presented (layout), as well as the software, databases and other materials placed on the Website and Application are the subject of intellectual property, including in particular copyright and industrial property rights of the Service Provider, Users or third parties, and shall be protected in accordance with generally applicable laws.

IV. TECHNICAL REQUIREMENTS AND RULES FOR USING THE WEBSITE AND APPLICATIONS

1. Technical requirements necessary for the operation of the ICT system by which the Service Provider provides the Services:
   a) with regard to the Website: a PC, Mac or Mobile Device that allows the use of the Website, access to the Internet and appropriate software in the form of a web browser;
   b) with regard to the Application: Mobile Device enabling the download and use of the Application, access to the Internet and access to e-mail.
2. In order to use the full functionality of certain Services available on the Application, it is necessary to enable in the User's web browser the SSL secure data transmission protocol, Java Script, Java, Flash and cookies.
3. Users are prohibited from supplying content of an unlawful nature or which constitutes malicious software that interferes with the operation of the Application or the Website (in particular viruses, Trojan horses, scripts and software that alter or damage the code of the Application or the Website) or intercepts data available on the Application or the Website to which they do not have rights.

4. It is forbidden to use the Website or the Application in a manner contrary to law, this Statute, the good customs of the information society, or in a manner that infringes the legitimate interests of the Service Provider.

5. In the event of finding that the User commits actions prohibited by the applicable legislation or by the Statute, the Service Provider, depending on the type, scale and circumstances of the infringement, respecting the principles of proportionality and respecting the freedom of circulation, may:

    a) reprimand the User by e-mail,

    b) temporarily restrict the User's access to the Account by blocking it,

    c) terminate the agreement for the provision of electronic services with immediate effect and delete the User Account.

6. In order to install the Application on a Mobile Device, the User shall download the Application via Google Play or the App Store. Downloading the Application may require the use of a web browser or the Google Play/App Store application on the Mobile Device.

7. You may install the Application on your Mobile Device by following the instructions displayed on the screen of your Mobile Device during installation.

8. You can stop using the Application at any time by deleting it from your Mobile Device in the usual way for the version of the operating system installed on your Mobile Device..

V. CREATING A USER ACCOUNT

1. The use of the Application requires the User to register and create a User Account.

2. In the registration form, the User provides an e-mail address and a password. The password must contain at least 10 characters, upper and lower case letters, a minimum of one digit and a special character. The password can be changed at any time via the User Account.

3. The user's login is the e-mail address provided during registration.

4. It is not allowed for the User to make the access data to the Account available to a third party. The User is obliged to immediately notify the Service Provider of any unauthorised access attempt to the Account.

5. The User is obliged to provide truthful data when registering the User Account.

6. The User shall refrain from including the data referred to in Article 9 of the GDPR, i.e. personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, as well as genetic data, biometric data enabling the unambiguous identification of a natural person or data concerning health, sexuality or sexual orientation. The provision of the above data is not required to use the Website and the Application.

7. In the event that the User has previously subscribed to a Subscription Plan or a Subscription Plan has been purchased by a Buyer who has transferred access to the User, an activation link will be sent to the email address indicated by the User upon completion of the Registration form. Registration is completed when the User activates his/her account by clicking on the activation link received. Upon completion of the Registration, the Agreement for running of a User Account is concluded. In the event that a Subscription Plan has not been previously purchased, the completion of the Registration requires the purchase of a Subscription Plan.

8. The User may terminate the Agreement for running of the User Account at any time and without indicating a reason by sending an appropriate declaration by e-mail or in writing to the Service Provider's address. A User who is a Consumer may also withdraw from the Agreement within 14 days without stating a reason, under the rules set out for Buyers in Chapter VI. A natural person who concludes an agreement directly related to his/her business activity shall also have the right to withdraw from the agreement when the content of this agreement shows that it does not have a professional character for him/her, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions of the Business Activity Central Register and Information Record System.

9. Together with the termination of the agreement for running of the User Account, the other agreements between the Service Provider and the User concerning the Services provided by the Service Provider shall expire. The termination of this agreement is effective ex nunc.

VI. PURCHASE OF A SUBSCRIPTION PLAN

1. Use of the Application involves payment to the Service Provider of a Subscription Fee, in accordance with the selected Subscription Plan.

2. Detailed information about the amount of Subscription Fees and the parameters of the specified Subscription Plans, are available on the Website.
3. The purchase of a Subscription Plan shall be made on the basis of a remote agreement between the Service Provider and the Buyer, under the terms and conditions specified in this Statute and according to the current prices indicated on the Website at the time of order placement.
4. The Buyer may only be a natural person with full legal capacity, as well as a legal person and an organizational unit without legal personality, to which the law grants legal capacity. In the case of legal persons and organizational units without legal personality, all actions within the Website and Application may be performed on their behalf only by a person authorized to represent such entities. A person performing an action on behalf of a legal person or an organizational unit without legal personality declares that he/she is authorized to act on behalf of the entity he/she represents.
5. The prices of Subscription Plans provided on the Website are net prices plus applicable VAT and are expressed in euro.
6. The Buyer has the option to make payment via electronic payment in the PayByLink system. Electronic payments are handled by the Payment Operator. Making payment through the Payment Operator requires the establishment of a separate legal relationship with the Payment Operator and acceptance of its regulations. The Service Provider is not a party to such legal relationship and has no influence on its content and implementation.
7. In order to purchase a Subscription Plan, the Buyer should select the "I buy and pay" button next to the selected Subscription Plan.
8. After selecting the "I buy and pay" button, the Buyer is redirected to the payment page of the Payment Provider. Pressing the "I buy and pay" button means that the Buyer has placed an order with the obligation to pay. The moment the payment is positively authorized, the Agreement is concluded for the Subscription Period according to the selected Subscription Plan. If a User who has purchased a Subscription Plan or to whom access to the Application has been transferred by the Buyer has not previously established a User Account, in order to use the Application, he/she should complete a Registration in accordance with the procedure described in Section IV.
9. The Subscription Period ends on the date that corresponds to the initial day on which the Subscription Period began, and if there was no such day in the following month - on the last day of the month..
10. Providing paid Services is documented by the Service Provider in accordance with applicable legal regulations. If the Buyer states that he/she wants a VAT invoice documenting the purchase of a Subscription Plan, the Service Provider will issue a VAT invoice to such Buyer. The Buyer agrees that the VAT invoice will be delivered to him in an electronic version in PDF format

VII.   PURCHASE OF ONLINE SERVICES

1. The Buyer shall have the opportunity to make an online purchase of Services on the Website. The purchase of Online Services takes place on the basis of an agreement concluded remotely between the Service Provider and the Buyer, under the conditions specified in this Statute and according to the current prices indicated on the Website at the time of placing the order.
2. The Buyer may only be a natural person with full legal capacity, as well as a legal person and an organizational unit without legal personality, to which the law grants legal capacity. In the case of legal persons and organizational units without legal personality, all actions within the Website and Application may be performed on their behalf only by a person authorized to represent such entities. A person performing actions on behalf of a legal person or an organizational unit without legal personality declares that he/she is authorized to act on behalf of the entity he/she represents.
3. The prices of Online Services provided on the Website are net prices plus applicable VAT and are expressed in euro.
4. Payment for the Online Service shall be made via electronic payment in the PayByLink system. Electronic payments are handled by the Payment Operator. Making payment through the Payment Operator requires the establishment of a separate legal relationship with the Payment Operator and acceptance of its regulations. The Service Provider is not a party to such legal relationship and has no influence on its content and implementation.
5. In order to purchase an Online Service, the Buyer should select the "I buy and pay" button next to the selected Online Service.
6. After selecting the "I buy and pay" button, the Buyer is redirected to the payment page of the Payment Provider. Pressing the "I buy and pay" button means that the Buyer has placed an order with the obligation to pay. The moment the payment is positively authorized, the Agreement is concluded.

7. Once the Agreement is concluded, the Service Provider will immediately send the Buyer the information necessary for the implementation of the Online Service. The Service Provider will contact the Buyer using the contact information provided by the Buyer in the order form or linked to the User Account (if the Buyer has one).

8. Provision of Online Services shall be documented by the Service Provider in accordance with applicable laws and regulations. If the Buyer states that he/she wants a VAT invoice documenting the purchase of Online Services, the Service Provider will issue a VAT invoice to such Buyer. The Buyer agrees that the VAT invoice will be provided to him/her in an electronic version in PDF format.

VIII. WITHDRAWAL FROM THE AGREEMENT

1. The Buyer, being a Consumer, who has entered into a remote agreement through the Service, may withdraw from the agreement within 14 days without giving any reason. A natural person who concludes an agreement directly related to his/her business activity also has the right to withdraw from the agreement, when it follows from the content of the agreement that it does not have a professional character for him/her, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Business Activity Central Register and Information Record System.

2. The period for withdrawal from the agreement begins from the date of conclusion of the agreement. To meet the deadline for withdrawal from the agreement it is sufficient to send a statement of withdrawal to the Service Provider before the expiry of the deadline for withdrawal from the agreement.

3. A buyer who wishes to exercise his right of withdrawal should inform the Service Provider of his decision to withdraw from the contract by an unambiguous statement (e.g. a letter sent by mail, fax or e-mail).

4. In exercising the right of withdrawal from the agreement of sale, the Buyer may use the form of declaration of withdrawal from the agreement constituting Appendix 1 to this Statute, but it is not mandatory.

5. In the event of withdrawal from the agreement, the agreement is considered not concluded. If the agreement involved payment to the Service Provider, the Service Provider shall promptly, but no later than within 14 days of receipt of the withdrawal statement, return all payments made to the Service Provider.

6. If the Buyer requests the commencement of the Service before the expiration of the withdrawal period, the Buyer shall pay an amount proportional to the extent of the services performed until the Service Provider received the withdrawal statement.

7. The Buyer shall not have the right to withdraw from the agreement if the Service Provider has performed the Service in full with the express and prior consent of the Buyer, who was informed before the performance of the Service that after the Service Provider's performance, he will lose the right to withdraw from the agreement and accepted it.

VIII. LICENSE

1. Upon downloading the Application, the Service Provider grants the User a license to use the Application. The license is non-exclusive, non-transferable and territorially unlimited. The license to use the Application is payable in accordance with the Subscription Plan selected by the User.

2. The License is granted for an indefinite period of time, but not longer than the Subscription Period, within the Subscription Plan selected by the User.

3. The License authorizes use of the Application on up to 5 (five) Mobile Devices of the User, in accordance with its intended use, and this includes the right to reproduce it only to the extent that the reproduction is necessary for the launch, operation and storage of the Application in the memory of the Mobile Device.

4. It is prohibited for the User to do anything related to:
   a) researching and testing the functioning of the Applications in order to learn their ideas and principles of operation,
   b) independent programmatic modification of the Application,
   c) separating the components of the Application, as well as any modification, decompilation and disassembly of them, and their use separately from the Application,
   d) obtaining information, other than from the Service Provider, about the internal structure or operating principles of the Application,
   e) publishing the Application,
   f) other than publishing, making the Application available to third parties, including renting, leasing, lending or transferring, in particular for the purpose of copying the Application,
   g) using the Application contrary to the Regulations, including as a result of taking actions prohibited by the Regulations or applicable law,

h) reverse engineering is prohibited.

5. Violation of the license rules by the User shall entitle the Service Provider to terminate the Agreement with immediate effect and delete the User Account.

6. In order to use the Website, Service Provider grants Users and Guests a non-exclusive, inalienable, non-transferable, granted for the duration of the use of the Website, License to use the Website. Within the scope of the granted License, the User and Guest shall only be entitled to temporarily reproduce the Service by displaying it in a web browser, as well as saving temporary files, in order to use the available functionalities in a manner consistent with these Terms and Conditions.

IX. PERSONAL DATA

Detailed information regarding collection and processing of personal data is governed by the Privacy Policy.

X. COMPLAINTS

1. The User, Guest and Buyer shall be entitled to file a complaint for non-performance or improper performance of the Services provided under the Statute, as well as for malfunction of the Website or the Application. A complaint may be submitted by e-mail or in writing to the Administrator's address.

2. The Service Provider shall consider the complaint within no more than 14 days from the date of its receipt, informing the complainant immediately of the results of the complaint by e-mail to the e-mail address associated with the User Account or to the e-mail address from which the complaint was sent.

XI. FINAL PROVISIONS

1. Users, Guests and Buyers may access this Statute at any time through the link provided on the Website and Application. The Statute may be recorded, obtained and reproduced by printing it out or saving it on a suitable data carrier.

2. The provisions of this Statute are not intended to exclude or limit any rights of Consumers granted to them under mandatory provisions of law, including in particular the Act of May 30, 2014 on Consumer Rights. In the event of any unintentional inconsistency of the Statute with the aforementioned provisions, these provisions shall prevail and shall be applied by the Administrator.

3. If any of the provisions of this Statute are found to be unlawful, invalid or otherwise unenforceable to the extent provided by law, it shall be excluded to that extent. In all other respects, the Statute shall remain in force.

4. The Administrator shall be entitled to amend the Regulations for the following reasons:
a) necessity to adapt the content of the Statute to new or amended legislation affecting the content of the Statute,
b) necessity to improve the operation of the Website or the Application, but such changes shall not violate or limit the rights previously acquired by the Users,
c) introduction, deletion or amendment of the terms and conditions of provision of individual Services on the Website or Application, but these changes will not affect the use of paid Services purchased by Users prior to the introduction of the changes.

5. Changes to the Statute will be communicated by the Administrator by posting the current version of the Terms of Service on the Website and Application, as well as via e-mail sent to the e-mail address associated with the User's account, 7 days before they take effect.

6. The User may not accept the changes to the Statute by requesting the deletion of the User Account within 3 days of receiving notification of the change to the Statute. If the User Account is not removed, it is assumed that the User has accepted the changes.

7. This Statute shall be governed by Polish law and shall be subject to the jurisdiction of the Polish courts. The choice of Polish law does not deprive the Consumer of the protection granted to him under the provisions that cannot be excluded by contract, under the law that would be applicable in the absence of choice of law.

8. Any disputes arising between the Administrator and the User, Buyer or Guest, who is an Entrepreneur, shall be resolved by the common court having jurisdiction over the Administrator's seat. The preceding sentence shall not apply to a natural person who enters into a contract directly related to his/her business activity, when the content of that contract shows that it does not have a professional character for him/her, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Business Activity Central Register and Information Record System.

9. The User, Buyer or Guest who is the Consumer has the option of using an out-of-court dispute resolution procedure by: applying to a permanent amicable consumer court; mediation; applying to the Regional Inspector of Commercial Inspection; applying to the Consumer Federation. The consumer also has the option to use the platform of the online system for resolving disputes between consumers and businesses at the EU level available at http://ec.europa.eu/consumers/odr (ODR Platform).

Attachment 1 - The template of withdrawal form

AIA Concept Sp. z o.o.
ul. Śląska 15
42-217 Częstochowa

I hereby inform about my withdrawal from the service agreement .... concluded remotely via www.aiaconcept.com website.

Date of conclusion of the agreement: ....
E-mail address: ....