

KLEMENS AI TERMS AND CONDITIONS

These Regulations of the full version of the Klemens AI Service (hereinafter: "Klemens AI Service") define the terms of use and the granting of a license for the use of the Klemens AI Service provided in the SaaS model by Polisa Online Sp. z o.o., with its registered office in Warsaw (02-672), at ul. Domaniewska 42, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS number: 0000775521; NIP: 5252782996, REGON: 38276274500000, (hereinafter: "Service Provider" or "Company") to end-users, i.e. natural persons, legal persons and organizational units referred to in art. 331 § 1, conducting business or professional activity on their own behalf (hereinafter: "User").

Familiarization with the content of the Regulations and their acceptance are conditions for the provision of the Klemens AI Service.

§ 1

Conclusion of the Agreement and Commencement of Klemens AI Service Provision

1. The condition for concluding the Agreement and providing the Klemens AI Service by the Service Provider is for the User to create an account via the website: <https://www.klemens.ai/> (hereinafter: "Website").
2. Account creation requires the User to register in a manner consistent with the procedure provided on the Website, in particular:
 - a. completing and submitting registration data;
 - b. selecting the scope of the Klemens AI Service offered by the Service Provider;
 - c. accepting the Privacy Policy and Regulations;
3. The User is obliged to provide reliable and factually consistent information required to complete the registration process and set up an account, as well as to promptly update this data in the event of any change. In the event of non-performance or improper performance of the obligation referred to in the preceding sentence, all statements, notifications, information, VAT invoices and any other correspondence prepared by the Service Provider on the basis of outdated data will be considered as properly prepared and effectively delivered.
4. The condition for launching the Klemens AI Service by the Service Provider is for the User to complete the registration process referred to in paragraph 2 above.
5. The Service Provider reserves that further provision (after the expiry of the trial period) and full activation of paid functionalities of the Klemens AI Service will be conditional on payment of a fee in the amount and on the terms resulting from the Price List, constituting Annex No. 1.
6. The Klemens AI Service is launched after the User completes the registration process, receives login data, and makes payment in accordance with the Price List constituting Annex No. 1. The Service Provider is not responsible for actions taken by the User as part of independent account creation and Service configuration.
7. The Service Provider reserves the right to verify the data provided during registration. Providing false data may be an obstacle to registration and account creation by the User or user account creation.
8. The Agreement binds the Parties from the moment of its conclusion until its termination, in accordance with § 8 of the Regulations.

§ 2

General Principles of Klemens AI Service Provision. Description and Functionalities of Klemens AI Service.

1. The Klemens AI Service is provided electronically. Access to the Klemens AI Service is via the Website. The Klemens AI Service is made available "as is" with all its functions and tools constituting a technical and organizational whole, without the possibility of personalization and modification according to the User's expectations.
2. The functionalities of the Klemens AI Service include:
 - a. automatic analysis and processing of company documents provided by the User,
 - b. creation and editing of documents based on defined templates, data entered by the User and contextual analysis,

- c. generation of reports and summaries regarding analyzed documents and content creation processes,
 - d. supporting the User in content creation through suggestions, stylistic, grammatical and substantive corrections,
 - e. providing a secure environment for storing and managing documents within the platform.
3. The minimum technical requirements for using the Klemens AI Service by the User are:
 - a. A device with Windows, iOS or Linux operating system and with an installed web browser in the current version of Chrome or Firefox;
 - b. Access to the Internet with a speed of over 1 Mb/s.
4. At any time, the Service Provider is entitled to update the Klemens AI Service and replace it with another with similar features and functionalities, unless the User submits a written objection to the replacement of the Klemens AI Service with another within 7 (seven) days from the date of submitting the replacement proposal. The replacement of the Klemens AI Service, as referred to, does not constitute an amendment to the Regulations.

§ 3 Intellectual Property

1. The Service Provider ensures that it is authorized to grant licenses for the use of the Klemens AI Service.
2. The license is granted by the Service Provider to the extent necessary for the proper use of the Klemens AI Service within the scope of the Service Provider's business activity, subject to paragraphs 3 and 4 below.
3. The license includes the User's right to non-exclusive use of documents generated using the Klemens AI Service (e.g., reports, analyses) on the territory of the Republic of Poland, during the term of the agreement, in particular by:
 - a. elaboration, including modification, adaptation, translation,
 - b. fixation or multiplication in whole or in part by any means and in any form, regardless of format, system or standard, including by printing technique, reprographic technique, digital technique or by entering into computer memory,
 - c. public dissemination, including: display, performance, broadcasting and re-broadcasting in any system or standard, as well as public sharing in such a way that everyone can access them at a place and time of their choice,
 - d. entering into multimedia networks and the Internet,
 - e. placing in printed publications (including, among others, leaflets, folders, posters), in electronic publications and electronic applications, in presentations and press materials, and in spots and advertising films.
4. The User, within the scope of the granted license, is not entitled to:
 - a. Multiplying the Klemens AI Service in whole or in part, in any form or by any means,
 - b. Translating, adapting the Klemens AI Service, changing the layout of the Klemens AI Service, or making any changes to the Klemens AI Service,
 - c. Multiplying the code or translating its form within the meaning of Art. 74 para. 4 point 1 and 2 of the Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws of 2006, No. 90, item 631 as amended; hereinafter: "Copyright Act"),
 - d. Using the information referred to in the above point to develop, produce or put into circulation a service of similar form and functionalities as the Klemens AI Service.

§ 4 Settlements between Parties

1. For using the Klemens AI Service in the package selected by them, the User undertakes to pay remuneration, including reimbursement of costs, to the Service Provider in exchange for using and granting a license to use the Klemens AI Service in accordance with the prices of ordered services indicated during the account creation procedure on the Website.

2. Monthly remuneration is paid by the User in advance for each month using an automatic payment gateway and authorizes the Service Provider to issue a VAT invoice in electronic form (hereinafter: "E-invoice").
3. The inability to download funds for the Klemens AI Service results in the service being disabled.
4. The day of payment is considered to be the day the Service Provider's bank account is credited with the total amount of remuneration or a part of it summing up to the total amount indicated on the E-invoice.
5. The User, in terms of making settlements related to the performance of the agreement, authorizes the Service Provider to issue E-invoices that do not require the User's signature for their acceptance.
6. The User agrees to the Service Provider sending and making available E-invoices covering remuneration electronically to the e-mail address provided during account registration on the Website, by accepting these Regulations or by checking the appropriate box in the User's panel available on the Website. In the event that the User withdraws consent to receive E-invoices, the User will receive invoices in paper form to the registered address provided during account creation. Withdrawal of consent requires sending relevant information to info@klemens.ai. Changing the User's contact details requires changing the data in the User's account with effect from the day following the change.
7. Statutory changes to the VAT rate may affect the gross amount of fees charged by the Service Provider.

§ 5

Obligations of the Service Provider. Liability of the Service Provider.

1. The Service Provider ensures that the Klemens AI Service has the functionalities described in § 2 of the Regulations.
2. The Service Provider is not liable for actions taken by the User in connection with or during the User's use of the Klemens AI Service.
3. The Service Provider is not obliged to provide the Klemens AI Service to the User if one of the following circumstances occurs:
 - a. Force majeure, which in particular includes:
 - i. wars and other armed conflicts, invasions, riots or acts of sabotage,
 - ii. rebellions, military or civil coups, revolutions,
 - iii. strikes, lock-outs,
 - iv. flood, fire, hurricane, earthquake and other natural disasters,
 - v. legislative changes, decisions of public authorities,
 - vi. inability to transmit signals in electronic communication networks, interruptions in electricity supply, etc.
 - b. Other circumstances or actions of persons for whose occurrence or action the User is responsible,
 - c. Actions caused by third parties, for which the Service Provider is not liable.
4. In the event of disruptions in the form of cessation of the Klemens AI Service, the Service Provider undertakes to immediately, but no later than within 48 business hours from the moment of informing about the disruptions by the User, take actions to eliminate them.
5. The Service Provider undertakes to implement appropriate archiving mechanisms. However, the User remains solely responsible for storing backup copies of data important to him or his clients.
6. The Service Provider reserves the right to unplanned service interventions in the event of disruptions in the functioning of the Klemens AI Service or the occurrence of a critical error, which means a failure of the Klemens AI Service resulting from unforeseen and independent events related to the functioning of servers, applications, and providers of technological solutions used in the Klemens AI Service.
7. The Service Provider is liable for exercising due diligence in providing services through the Klemens AI Service and for non-performance of the Agreement, with the Parties agreeing that the Service Provider's financial liability for damage caused to the User will not exceed the average monthly remuneration calculated based on the value of fees paid during the calendar year preceding the event causing the damage.
8. The Service Provider's liability for lost profits and indirect damages is excluded.
9. For each day of service interruption lasting longer than 18 hours or defective operation of services for which the Service Provider is liable in accordance with the provisions of the preceding paragraphs, the User is entitled to compensation in the amount of 1/30 of the average monthly subscription fee for the service from the last three billing periods immediately preceding the day of interruption in the

provision of the Klemens AI Service. If there were fewer than three billing periods, all full billing periods are taken into account to determine the average fee.

10. Furthermore, the Service Provider's liability under warranty is excluded.
11. The Service Provider is not liable for non-performance or improper performance of the Agreement due to force majeure, which in particular includes the circumstances indicated in paragraph 4 point a above.
12. The Service Provider undertakes to provide technical assistance on business days from 09:00 to 17:00. In the event of technical problems in using the Klemens AI Service, a report can be sent to the e-mail address: info@klemens.ai

§ 6

Obligations of the User. User's Liability.

1. The User undertakes to:
 - a. regularly pay remuneration and fees to the Service Provider in accordance with § 4 above.
2. Only the User, persons who are employees of the User, or his associates may use the Klemens AI Service – however, the User bears responsibility towards the Service Provider for the actions and omissions of persons to whom he allows the use of the Service, as for his own actions or omissions, regardless of the degree of fault.
3. The User is not authorized to grant sublicenses for the use of the Klemens AI Service.
4. The User may not transfer rights and obligations arising from these Regulations and the concluded agreement without the consent of the Service Provider.
5. The User is obliged to comply with the provisions of these Regulations, and in particular to use the Klemens AI Service in accordance with its intended purpose and relevant legal provisions.
6. The User is prohibited from providing unlawful content.
7. The User's actions related to the use of the Klemens AI Service should be in accordance with the Regulations, applicable law, in particular personal data protection law and good practices.
8. The User undertakes not to attempt any unauthorized access to data and to break the security mechanisms of the Klemens AI Service.
9. For the purpose of using the Klemens AI Service, it is permissible to use e-mail addresses or other contact details within the platform, provided that the User is authorized to use them and these data come from legally acquired or publicly available databases.
10. The User, for the purpose of using the Klemens AI Service, may authorize the Service Provider to:
 - a. connect tools monitoring internet traffic within the Klemens AI Service,
 - b. use statistical data generated during the provision of services for purposes related to statistical data analysis and for business purposes, including training, of the Service Provider,
11. The User is solely responsible for the content, substance, and form of all materials and content in any form regarding materials posted by him within the Klemens AI Service, and in particular for the property rights belonging to third parties, personal rights, content that may violate personal rights, moral and social norms, and may be used to disseminate information of a nature threatening health and life, social order, national defense, and other values recognized by law.
12. The User undertakes to provide the Service Provider with feedback on the functioning of the Klemens AI Service (hereinafter: "Feedback") after the end of using the Klemens AI Service or at a time indicated by the Service Provider, as well as to promptly report comments regarding its functioning during the period of using the Klemens AI Service.
13. Upon submission of the Feedback, the Service Provider is authorized to unlimitedly use and publish the Feedback, in particular via marketing channels (social media, Website, Service Provider's website, industry portals, search engine advertising, printed materials, presentations during events).

§ 7

Confidentiality and Personal Data Protection

1. The User grants consent to the Service Provider for processing the User's personal data when creating an account on the Website.
2. The User declares to be aware that using the functionalities of the Klemens AI Service involves the necessity of entrusting the processing of personal data within the meaning of the Act of May 10, 2018 on personal data protection (Journal of Laws 2018, item 1000 as amended; hereinafter: "Act") and within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (General Data Protection Regulation) ("GDPR").
3. The Service Provider confirms that the operation of the Klemens AI Service, in particular regarding the personal data processed within it and its security, complies with the GDPR, including the content of Art. 25 GDPR.
4. In connection with the performance of the Agreement, the User entrusts the Service Provider with the processing of personal data obtained through the use of the Klemens AI Service, in the scope of data such as data contained in documents, document metadata, and other personal data collected during the User's interaction with the platform. The entrusting occurs solely for the purposes specified in the Agreement and related to the performance of the Agreement.
5. The Service Provider is authorized to process entrusted personal data in paper form and using IT systems, through any operation or set of operations performed on personal data or sets of personal data in an automated or non-automated manner, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. In particular, the Service Provider undertakes to:
 - a. process personal data entrusted by the User solely to the extent and for the purpose necessary to achieve the objectives indicated in the Agreement, or resulting from the Agreement, in particular those specified in § 6 sec. 10 of the Agreement, in accordance with the provisions of the GDPR and the Act,
 - b. process personal data solely on documented instructions from the User within the meaning of Art. 28 sec. 3 lit. a) of the GDPR, i.e., on the basis of instructions contained in this Agreement or communicated to the Service Provider outside the Agreement (changes to the content of instructions do not require written form under pain of nullity),
 - c. not carry out any actions not regulated in the Agreement related to further transfer of personal data, unless they result from a legal obligation, and not to transfer personal data to a third country or international organization within the meaning of the GDPR (Chapter V of the GDPR), without prior, explicit, written consent of the User, under pain of nullity, for such a transfer,
 - d. taking into account the nature of the processing, as far as possible - assist the User through appropriate technical and organizational measures to fulfill the obligation to respond to requests from the data subject regarding the exercise of their rights specified in Chapter III of the GDPR,
 - e. taking into account the nature of the processing and the information available to it - assist the User in fulfilling the obligations specified in Art. 32-36 of the GDPR,
 - f. provide the User with all information necessary to demonstrate compliance with the obligations specified in Art. 28 of the GDPR and to enable the User or an auditor authorized by the User to conduct audits, including inspections, and contribute to them, provided that such audits should not disrupt the Service Provider's work or burden the Service Provider with costs,
 - g. notify cases of personal data breaches, containing a detailed description of the incident, including the date, duration, place of occurrence and scale, description of measures taken to minimize the effects of the incident, possible consequences of the breach, name and contact details of the person knowledgeable about the incident, and comply with the User's guidelines in managing the incident,
 - h. notify the User of all correspondence related to the protection of entrusted personal data, including supervisory authority controls,
 - i. implement its obligations specified in Art. 32 of the GDPR,

- j. inform the User of all requests concerning the protection of personal data entrusted by the User, received by the Service Provider, and not to respond to such requests without the User's instructions, and not to notify cases of personal data breaches to the supervisory authority without the User's instruction,
 - k. ensure that persons cooperating with the Service Provider who have access to personal data processing have submitted appropriate declarations obliging them to maintain the confidentiality of such data, and that such persons have been properly authorized to process them,
 - l. immediately return personal data upon termination or expiry of the Agreement and delete such data from all electronic data carriers on which they were recorded by the Service Provider for the purpose of performing the Agreement,
 - m. maintain a record of all categories of processing activities carried out on behalf of the User in accordance with Art. 30 sec. 2 of the GDPR,
 - n. comply with the User's instructions regarding processing security.
6. The performance of the electronic service agreement requires further entrusting of personal data processing by the Service Provider. The Service Provider is authorized to further entrust the processing of personal data to server providers and other entities. The Service Provider undertakes that it will only use the services of such further processors who provide sufficient guarantees of implementing appropriate technical and organizational measures to ensure that the processing complies with the requirements of applicable law, including GDPR, and ensures adequate protection of the rights of data subjects. The Service Provider is obliged to include in agreements with further processors provisions identical to those contained in the Regulations, in particular regarding the imposition on further processors of the obligation to implement and apply at least the same level of personal data protection as provided for in the Regulations.
 7. The User ensures that they entrust to the Service Provider for processing personal data of which they are the controller, and which they process in accordance with applicable law, in particular regarding the legal basis and purpose of processing such personal data and fulfilling the information obligation.
 8. Content appearing within the Klemens AI Service, including in particular trademarks, photographs, and other works, are subject to protection under the Copyright Act and the Act of June 30, 2000, Industrial Property Law (Journal of Laws of 2013, item 1410 as amended).
 9. The User hereby makes available and agrees to the use of information generated incidentally during the performance of services, as referred to in § 2 above, which do not constitute personal data and are not linked to the User's activity, for purposes related to statistical data analysis, and agrees to the use of such data for business purposes, including training, of the Service Provider.
 10. The Service Provider will immediately delete all User data after the end of the Klemens AI Service term, but no later than within one business day after issuing the invoice for the last billing period.

§ 8

Termination of the Agreement for Electronic Services

1. The Agreement may be terminated by either Party with a 1 (one) month notice period.
2. Each Party has the right to terminate the Agreement without notice, i.e.:
 - a. The User in a situation where the Service Provider violates the provisions of the Agreement indicated in §5 sec. 5 or in §7 of the Agreement,
 - b. The Service Provider, when:
 - i. The Service Provider will not be able to make payments for a given billing period via the payment processor,
 - ii. The User violates the provisions of the Agreement indicated in § 6 sec. 4 – 8 above.
3. In the event of technical obstacles on the part of the Service Provider that prevent the User from continuing to use the Klemens AI Service, and the removal of which would be impossible or very difficult, the User may terminate the Agreement without notice. Settlements between the Parties related to the occurrence of the situation referred to above will be proportional to the time for which the User used the Klemens AI Service in a given billing period.

4. After the notice period expires and after the agreement is terminated, the User loses the right to use the functionalities of the Klemens AI Service in any case.

§ 9

Complaint Procedure

1. In the event of improper functioning of the Klemens AI Service, the User may submit complaints or objections to the Service Provider in writing to the Company's registered office address or electronically to info@klemens.ai with the note "Complaint".
2. The Service Provider will respond to Complaints and other objections submitted in the above form within 30 (thirty) days of their receipt.

§ 10

Amendment to the Regulations

1. During the performance of the electronic service agreement, the content of the Regulations may change on the principles set out in the paragraphs below.
2. The Service Provider is entitled to introduce changes (including additions) to the Regulations with a 30-day notice period, with effect from the end of the calendar month. Changes to the Regulations will be communicated to the Client electronically (e.g., by publishing information about such changes on the Service and/or by messages sent to the User's e-mail address).
3. Within 14 days from the notification of the change to the Regulations, the User may submit a statement of termination of the agreement.
4. If the User has not submitted a statement of termination of the agreement within the aforementioned period, it is assumed that the User has fully accepted the Regulations as amended.

§ 11

Final Provisions

1. In all matters not regulated in the Regulations, the provisions of the Act on the provision of electronic services and the Civil Code shall apply.
2. If a Party does not exercise the rights granted to it by virtue of the Agreement, this will not constitute and cannot be interpreted as a waiver of these rights. Provisions providing rights to the Parties to the Agreement are considered essential provisions.
3. During and after the term of the Agreement, the User may express written consent for the Service Provider to place the User's name along with the logo and information about the nature of the service performed in its promotional materials or on a reference list. The above data may be recorded and reproduced in any format, standard, form, and disseminated for the purpose of promoting the Service Provider, unless the User specifies different rules in the statement expressing consent. The use of the above rights should be carried out by the Service Provider in a manner that does not violate the good name and reputation of the User.
4. The Parties undertake to resolve any disputes arising in connection with the performance of the Agreement amicably. If, however, amicable methods of dispute resolution prove ineffective within one month from the occurrence of the dispute, the competent court for resolving the matter will be the common court competent for the Service Provider's registered office.
5. The User agrees to the transfer of rights and obligations from the Agreement by the Service Provider to any entity provided that the continuity of Service provision and its parameters are maintained at a level no lower than that provided by the Service Provider.
6. Without the Service Provider's consent, the User is not entitled to transfer rights or obligations arising from the Agreement to any other entity.

7. All changes and additions to the Agreement require written form under pain of nullity.

Annex No. 1 to the Regulations

**§ 1
PRICE LIST OF ALL SERVICES**

1. Subscription fees for Klemens AI Service in PLN

L.p	Nazwa pakietu	Okres abonamentu	Cena netto PLN / 1 szt	Cena brutto PLN / 1 szt
1	Pakiet Test24 (one time fee)	1 day	49,00	60,27
2	Pakiet Solo (subscription)	month	490,00	602,70
3	Pakiet Firmowy (subscription)	month	4900,00	6027,00
4	Pakiet Enterprise (subscription)	month	9000,00	11070,00

2. Oplaty wdrożeniowe za Usługę Klemens AI (jednorazowe) w PLN

L.p	Nazwa pakietu	Cena netto PLN / 1 szt	Cena brutto PLN / 1 szt
1	Pakiet Enterprise- implementation	6000,00	7380,00