

## Terms and Conditions

### I. Introduction

1. These Terms and Conditions (hereinafter referred to as the “**Terms**”) set forth the rules for the provision of services electronically via the webpage(s) (hereinafter referred to as the “**Website**”) by Workshop Management sp. z o.o., with its registered office in Krzywica, in the Klembów commune, at ul. Zgody 20, 05-205 Krzywica (Poland), entered in the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register, under the number KRS 0000993679, NIP 1251738666, with a share capital of PLN 15,000 (hereinafter referred to as the “**Provider**”), which provides assistance in managing an automotive workshop, in particular in the areas of order administration, scheduling, vehicle database, parts inventory and sourcing, work and revenue reporting, customer contacts, as well as financial and fiscal handling, etc. (hereinafter collectively referred to as the “**Services**”). The Services are provided on a SaaS (Software as a Service) model, via software made available online by the Provider to the Services Customers through a web browser.
2. The Provider can be contacted via email at office@motoworkshop.com or by telephone at +48 790 880 733.
3. The Services may be used by natural persons who are at least 18 years old and possess full legal capacity, and who are not considered consumers within the meaning of the Polish Civil Code (i.e. the Services may only be used for purposes directly related to their business or professional activities) nor by persons to whom consumer protection regulations apply (i.e. not by persons who use the Services for purposes that, although directly related to their business activity, do not constitute a professional activity as defined in the appropriate public register), as well as by legal persons and other entities (hereinafter referred to as the “**Customers**”). Due to the nature of the Services, they are not intended for consumers, and registration in the Website requires the provision of a tax identification number.
4. Use of the Services is conditional upon acceptance of these Terms. It is deemed that the Website Customer has read and accepted these Terms. It is deemed that any person registering a Customer in the Website on behalf of a legal entity is duly authorized to act on its behalf. The Provider shall not be liable for damages caused by the actions of such person acting without proper authority and reserves the right to seek compensation for any damages incurred from that person, the Customer, or any other party.
5. The conditions of personal data processing and the use of cookies are set forth in the Privacy Policy available on the Website.
6. The Provider may provide Customers the option to collect payments from their customers through an online payment service operated by a third party, as an external service provided directly to the Customer by that third party under its own conditions. In such a case, the third party shall be solely responsible for processing the customers' payments intended for the Customer.

### II. Use of the Website

1. To use the Website, it is necessary to have a device with Internet access and an up-to-date web browser (in particular, Chrome, Firefox, Edge) that enables access to the Website, as well as up-to-date software for viewing PDF files, and an active email address (technical requirements).
2. The Provider undertakes to promptly correct any failures in the Website that hinder or impair access.

3. The Website and its contents may be used exclusively for accessing the Services. Any other use requires the prior written consent of the Provider.
4. It is prohibited to input any unlawful content (data) into the Website or to undertake any unlawful actions therein, in particular: posting content which is defamatory or insulting, content infringing on the personal rights or other rights of the Provider or third parties, content violating public morals, content deliberately misleading, the use of harmful software, as well as entering content or undertaking actions contrary to netiquette or other established customs, or those promoting violence or hatred.
5. It is prohibited to undertake any actions aimed at disrupting the functioning of the Website or obtaining data not made available to the Customer by the Provider.
6. It is prohibited to use the Website to transmit or send unsolicited commercial information, or for any marketing purposes without the prior written consent of the Provider.
7. The Provider may immediately suspend or restrict the Customer's access to the Website if the Customer breaches these Terms or applicable law, or otherwise acts to the detriment of the Provider or third parties. The Provider reserves the right to remove from the Website any data provided by the Customer that is found to be unlawful. The Provider will promptly notify the Customer of any such measures. Regaining access to the Website requires the prior consent of the Provider.
8. The Provider is not obliged to verify data entered into the Website or data made available by the Customer to other parties (in particular, its customers), and is not liable for such content (data). The Provider may process such data, particularly technical and statistical data, for the purpose of improving and developing the Website or may share it with third parties, however, solely in the form of anonymous data concerning vehicles or services performed.
9. The Provider may impose limits on the amount of data that the Customer may enter into the Website, or limits on other parameters of the Customers' accounts. These limits may vary depending on the options and scope of the Services selected. Upon reaching a limit that prevents further data entry into the Website, the Provider will notify the Customer. The Customer may free up space occupied in the Website by deleting some of the data entered. The Provider may offer the possibility to increase the limit for an additional fee.
10. In the event that the Provider receives information regarding the death of a Customer, that Customer's account shall be blocked until the heirs present themselves to the Provider with the appropriate documents confirming their rights of inheritance.
11. Data entered by the Customer into the Website may be deleted by the Provider if there is no activity from the Customer for a period of one year.
12. The Customer shall indemnify the Provider against any liability and costs arising from the Customer's breach of these Terms, and is obliged to reimburse the Provider for any costs incurred as a result thereof.
13. The Customer is obliged to promptly update in the Website its identifying data and contact information in the event of any changes. The Customer is responsible for the accuracy and correctness of such data.

### **III. Provision of Services**

1. The Services are provided on the basis of a contract on provision of the Services by electronic means, as defined by the Polish Act of 18 July 2002 on the Provision of Electronic Services (implementing EU legislation), which is concluded remotely between the Customer and the Provider at the moment of registration and account creation in the Website. The subject matter and content of this contract are defined by the provisions of these Terms, the options and

scope of the Services selected by the Customer on the Website, and the pricing list posted on the Website.

2. To register in the Website, one must click on the “Test”, “Start free trial”, “Register”, or a similar button within the Website. A window will then appear in which the user must provide an email address, acknowledge the Terms, the information on personal data processing and the Privacy Policy, and select a checkbox confirming acceptance of these documents, after which the “Test” button or a similarly labeled button should be clicked. At that moment, a message containing basic information about the Website and login details will be sent to the provided email address. In the next step, one must provide a tax identification number or telephone number and click on the “Test the application” or a similarly labeled button. Then, a page will be displayed where the option for the provision of Services and their scope must be selected. Both free and paid options are available. In the event that a paid option is selected, the length of the billing period may be chosen. The first period of Services under the paid option for the period specified on the Website is free of charge (trial period), and after its conclusion, the Customer decides whether to opt for the paid or free option. After clicking on the button corresponding to the selected option, the chosen Services in the Website are made available. At that moment, the registration process for the Customer’s account in the Website is complete and an contract between the Customer and the Provider on provision of the selected scope of Services for an indefinite period is concluded.
3. Data provided in the Website after the completion of the registration process are sample data for testing during the trial period. These can be deleted at any time by clicking the appropriate button in the Website, after which the Customer will use only data entered by him into the Website. Sample data are automatically deleted after a specified period of user inactivity as stated on the Website.
4. At any time in the Customer’s account settings within the Website, the option of Services may be changed from free to paid or vice versa (in which case the paid option applies until the end of the current billing period), and the scope of Services may be modified, with payment required in the event of switching to a paid option or extending the scope of Services.
5. Access to the Customer’s account in the Website, which enables him to use the available Services, is provided upon logging in by using a login identifying the Customer and a password. The Customer is obliged to keep confidential the data that provide access to is account in the Website. The Provider is not responsible for the disclosure of these data by the Customer to third parties.

#### **IV. Fees**

1. Fees for the use of the Services are subscription fees payable for billing periods of a length chosen by the Customer when concluding or modifying the contract on provision of Services.
2. The current fees for paid Services for various billing periods are set out in the pricing list posted on the Website, which contains net prices.
3. The Customer pays for the Services in advance, at the moment of selecting or changing the option and scope of the Services or at the start of a new billing period, via the online payment service operated by a third party under conditions specified by that third party, in which various payment options are available, including payment by bank transfer, BLIK, or payment card. The Customer will be informed, either upon logging into the Website or via email, of the necessity to make a payment to maintain the selected option and scope of Services and the due date for such payment. In the event of non-payment by the specified deadline, access to the Services will be blocked until the payment is made.
4. The payment date is the date on which the payment is credited to the Provider’s bank account. Any costs associated with processing the payment shall be borne by the Customer.

5. The Provider shall issue a VAT invoice to the Customer based on the Customer's data provided in the Customer's account settings. It is understood that by commencing use of the paid Services, the Customer accepts the use of electronic invoices. The Provider will deliver the invoice to the email address provided by the Customer immediately after its issuance and upon receipt of payment.
6. Any changes in fees for the use of the Services will be announced in the pricing list on the Website, and Customers using the paid option will also be informed of such changes by email. Fee changes may apply to a given Customer from the billing period following the current billing period, in particular in the event of a change in the option or scope of the Services.

#### **V. Automatic Recurring Payments**

1. When the Customer selects the payment method for any billing period of the Services, the Customer may choose to pay by payment card with automatic recurring charges to the Provider via the online payment service operated by a third party under its own conditions, prior to the start of each new billing period (cycle). For this purpose, the Customer provides its card details in the Website for storage by the online payment service, and each automatic recurring charge of that card to the Provider will result in the automatic renewal of the billing period (automatic recurring payments).
2. The commencement of the next billing period for the provision of Services is conditional upon the prior payment for the Services. Payments for the next billing period will be collected from 7 to 2 days before its commencement.
3. The Customer may cancel automatic recurring payments at any time by changing the settings of its account in the Website. However, if the Customer does not cancel such payments for the next billing period before the automatic deduction is made, the deduction shall constitute an automatic extension of the provision of Services for that next period, etc. The fee collected for a billing period of the Services is non-refundable.
4. In the event of a refusal to authorize or cancellation of a payment for a payment card stored for automatic recurring payments, the online payment service will attempt to charge the card again on the following day. Subsequent authorization attempts will be made not longer than once daily until the commencement of the billing period. During this period, the Provider will take steps to ascertain the cause of the payment issue. The provision of Services with automatic recurring payments will be blocked after the last paid day of the given billing period until payment is received, and an unpaid billing period will not commence.
5. The fee for subsequent billing periods with automatic recurring payments may be changed by the Provider with notice, effective at the end of the billing period following the day of receipt of the first information regarding the price change. The Provider will inform the Customer of any price changes. A Customer who does not agree with the price change may, during the notice period, cancel the Services by changing the settings of its account in the Website or by notifying the Provider via email at the address provided in the Website.

#### **VI. Liability of the Provider**

1. The Provider undertakes to provide the Services with due care.
2. The Provider's liability for damages caused by inadvertence is limited to the total fees paid by the Customer to the Provider during the preceding two years.
3. The Provider shall not be liable for loss of profits or for liability arising under warranty provisions.
4. The Provider is not liable for disruptions in access to the Website and in the provision of the Services caused by events beyond its control, in particular: force majeure (e.g.: war, riots, natural disasters, epidemics), equipment failures, power or Internet connectivity outages,

unauthorized interference by Customers or third parties, or the malfunctioning of telecommunication systems and software installed on the Customers' computers.

5. The Provider exercises the utmost care in updating and verifying the data used in the Website. However, the Provider does not guarantee the up-to-dateness of such data and shall not be liable for any consequences arising from their potential obsolescence.

## **VII. Complaints**

1. In the event of any objections regarding the operation of the Website or the provision of the Services, the Customer may submit a complaint by sending it to the Provider's email address. The complaint should include the login identifying the Customer (i.e. the email address used in the Website), unless the complaint is sent from that address, a description of the issue (including details of the irregularity, its date and duration), and the proposed solution.
2. The Provider shall endeavour to respond to the complaint promptly, and in any event within 14 days from receipt of the complaint. The response will be sent to the email address from which the complaint was sent.
3. Any other remarks, suggestions, or questions regarding the operation of the Website or the provision of Services should be directed via email to the above address.

## **VIII. Technical Support and Maintenance of the Service**

1. During the provision of the Services, the Customer may use technical support from the Provider within the scope provided by the selected Services option.
2. To obtain technical support, an issue must be reported to the Provider's email address.
3. Technical support from the Provider does not apply to: elements subject to modification by the Customer; errors arising from unauthorized interference by the Customer in the operation of the Website; or issues resulting from the failure of the Customer to meet the technical requirements necessary for the use of the Services.
4. The Provider reserves the right to temporarily restrict access to the Website in order to introduce improvements or carry out necessary repairs and maintenance. Such work, apart from exceptional circumstances arising from random incident, will, as far as possible, be carried out during off-peak hours, namely in the evenings, at night, or on legally designated non-working days.

## **IX. Copyright and Other Intellectual Property Rights in the Service**

1. The Provider reserves that all logos, photographs, graphic elements, and other works used and made available on the Website, within the meaning of the Polish Act of 4 February 1994 on Copyright and Related Rights or any other manifestations of the Provider's intellectual property, are protected by the applicable legal provisions.
2. Use of the Website does not constitute acquisition of any intellectual property rights to works and other content contained therein. Without the prior written consent of the Provider, it is prohibited to copy, disseminate, sell, lend, modify, or otherwise exploit any components of the Website.

## **X. Personal Data Processing**

1. The Customer, as the data controller for personal data entered into the Website, commissions the processing of the personal data (hereinafter referred to as "**Data**") to the Provider under Article 28 of the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 (hereinafter "**GDPR**"), on the terms and for the purposes set out below.
2. The Data include information concerning customers, other contractors, and employees or collaborators of the Customer that are not sensitive data, such as: first name, last name,

address of residence or business, tax identification number (in Poland: NIP), national identification number (in Poland: PESEL), telephone number, email address, in the case of customers and other contractors also data on services provided to them, information about their payments, and any other data entered into the Website by the Customer; and in the case of employees also their job titles and other data entered into the Website by the Customer.

3. Processing of the Data is made solely for the purpose of providing the Services.
4. Data processing will be carried out for the duration of the contract on provision of the Services and for the minimum period thereafter required to delete the Data from the Website or transfer them to the Customer, unless a longer processing period is mandated by law. Upon termination of the provision of the Services, depending on the Customer's instructions, the Provider will either delete or return the Data to the Customer and destroy any existing copies thereof, unless retention is required by law.
5. The conclusion of the contract on provision of the Services and the entry of the Data by the Customer into the Website for the purpose of using the Services constitute documented instructions for the processing of the Data from the Customer, as the data controller, to the Provider. Data may also be entered into the Website by the Customer by other means agreed by the Customer and the Provider (in particular to adjust Customer's data to be entered into the Website) or by sharing the Data to the Website from another website, e.g. by synchronizing the calendar in the Website with data from Google or Apple calendars. Using of such other means and initiation of such sharing also constitutes an instruction for data processing by the Customer to the Provider.
6. The Provider processes the Data using its IT systems as part of the provision of the Services.
7. The Provider undertakes to ensure that persons authorized by it to process the Data do so solely on the instructions of the Customer, for the purposes and within the scope set forth in these Terms, and are bound by confidentiality obligations both during and after their employment by the Provider.
8. The Provider undertakes to process the Data with the utmost care in accordance with the GDPR and other applicable laws, in particular by implementing appropriate technical and organizational measures to ensure a level of data protection appropriate to the risks associated with the processing, as stipulated in Article 32 of the GDPR.
9. Considering the nature of the Data processing, the Provider will, as far as possible, assist the Customer through appropriate technical and organizational measures in responding to requests from data subjects exercising their rights under Chapter III of the GDPR and, considering the nature of the processing and information available to the Provider, will assist the Customer in complying with the obligations set forth in Articles 32–36 of the GDPR.
10. In the event of any data protection breach, the Provider shall notify the Customer without undue delay and no later than 48 hours after becoming aware of the breach.
11. In accordance with Article 28(3)(h) of the GDPR, the Customer has the right to verify whether the measures applied by the Provider in processing and securing the Data comply with the provisions of these Terms. This right may be exercised at a time agreed upon by the Customer and the Provider, during the Provider's business hours (Monday – Friday from 8:00 to 16:00, excluding public holidays), with at least ten days' prior notice of the intended audit. During the audit, the Provider shall provide the Customer with all information necessary to demonstrate compliance with the obligations set forth in Article 28 of the GDPR. Should any deficiencies be identified during the audit, the Provider undertakes to remedy them within a reasonable period specified by the Customer, not exceeding 14 days. The Customer may terminate the contract on provision of the Services, including the data processing, with immediate effect if, despite

being instructed to remedy the deficiencies identified during the audit, the Provider fails to do so within the stipulated period, or processes the Data in a manner inconsistent with these Terms. The Customer is obligated to keep all information obtained in connection with the audit, including its results, confidential and to ensure that any persons involved in the audit are similarly bound by confidentiality obligations. This confidentiality obligation shall remain in force for the duration of the contract on provision of the Services and indefinitely thereafter, but not less than 10 years from its termination.

12. The Provider may commission the processing of the Data to subcontractors solely for the purpose of performing the Services. The Customer gives its general consent for the further commissioning of Data processing to the Provider's subcontractors in connection with the provision of the Services. These subcontractors shall be subject to the same guarantees and obligations regarding the Data as those imposed on the Provider. The Provider shall be fully liable to the Customer for any failure on the part of a subcontractor to perform its obligations regarding the Data. The Provider will provide the Customer with a list of current subcontractors upon request within 7 days. The commissioning of the Data processing to subcontractors may take place within the European Economic Area and, in accordance with Article 45(1) of the GDPR, to third-country entities or international organizations only if they provide a level of data protection corresponding to EU regulations, in particular if the European Commission has issued an appropriate decision or if the so-called standard contractual clauses set forth by the European Commission in Commission Implementing Decision No. 2021/914 of 4 June 2021 apply. The transfer of Data to a third country may only take place on the documented instructions of the Provider, unless such an obligation is imposed on the Provider by law. In such a case, prior to the commencement of processing, the Provider shall inform the Customer of this obligation, unless the law prohibits such information on important grounds of public interest.

## **XI. Amendment of the Terms**

1. The Provider reserves the right to amend these Terms, provided that the rights acquired during the current billing period for paid Services are protected. The Terms may be amended for a compelling reason, which may include: adaptation to currently applicable regulations, clarification of existing provisions of the Terms, a significant change in the purchasing power, a significant change in the minimum or average remuneration for work, an unforeseen event independent of the parties (such as war, riots, natural disaster, epidemic), a significant change in the subject or manner of conducting the Provider's business and providing the Services, a change in the procedure for acquiring the Services, a change in the available payment methods, or a change in the security measures of the Website and its users.
2. The Provider shall notify Customers of any amendments to these Terms no later than 14 days prior to their intended effective date by displaying a notification and publishing the amended Terms in the Website or by sending the Customer information regarding the planned amendment by email. Failure by the Customer to object to the planned amendments by email sent to the Provider within 7 days of notification shall be deemed as acceptance of the amended Terms. In the event of an objection, the contract on the provision of free Services to the Customer shall be terminated upon receipt of the objection by the Provider, no later than the day preceding the effective date of the amended Terms, and in the case of paid Services, at the end of the current billing period.
3. A change in the Provider's contact details shall not constitute an amendment of these Terms.

## **XII. Assignment**

1. The Customers may not transfer, share with third parties, or otherwise dispose of their rights and obligations under the contract on provision of the Services without the prior written consent of the Provider.

2. The Provider reserves the right to transfer its rights and obligations under the contract on provision of the Services to a third party without the consent of the Customer, who is a party to that contract on provision of the Services.

### **XIII. Severability Clause**

Should any part of these Terms be declared invalid or unenforceable by a court or other competent authority, the remaining provisions of these Terms shall remain in full force and effect.

### **XIV. Termination of the Contract**

1. The Provider may terminate the contract on provision of the Services with a notice period of 30 days.
2. The Provider is entitled to terminate the contract on provision of the Services with immediate effect if the Customer provides false or incomplete data essential for the performance of the contract or in the event of justified suspicion or evidence that the Customer is using the Services in a manner inconsistent with these Terms, in violation of applicable law, or infringing upon the rights of third parties.
3. The Provider shall terminate the contract on provision of the Services by notifying the Customer via email sent to the address provided on the Website.
4. The Customer may terminate the contract on provision of the Services at any time by notifying the Provider of its decision via Provider's email address. In such a case, the contract on provision of the Services shall expire at the end of the current billing period, and any fees paid prior to termination shall not be refunded.
5. In the event of termination of the contract on provision of the Services, data entered by the Customer into the Website may be deleted without the possibility of recovery. The Customer should secure its data in the Website prior to termination, e.g. by downloading and archiving them. The Provider shall not be liable for any data lost by the Customer as a result of termination of the contract on provision of the Services in accordance with these Terms. However, the Customer may retain the data it entered into the Website to a specified extent and for a specified period if justified by law, including by the Provider's legitimate interest in protecting rights or pursuing claims.

### **XV. Governing Law and Jurisdiction**

1. The contract on provision of the Services shall be governed by Polish law. In matters not regulated by these Terms, in particular, the provisions of the Polish Civil Code of 23 April 1964 and the Polish Act of 18 July 2002 on the Provision of Electronic Services shall apply.
2. All disputes arising under the contract on provision of the Services shall be subject to the exclusive jurisdiction of the Polish courts:, the court having jurisdiction based on the location of the Provider's registered office.