

Terms and Conditions for the Provision of Services by Electronic Means

I. Introduction

1. These Terms and Conditions set forth the general terms and conditions for the provision of Services offered via the website available in the domain **senuto.com**, as well as via the Mobile Application.
2. The Privacy Policy and the Price List form an integral part of the Terms and Conditions.
3. These Terms and Conditions have been drawn up on the basis of applicable laws and regulations, in particular:
 - Civil Code - the Act of 23 April 1964 (Journal of Laws of 1964, No. 16, item 93, as amended) (hereinafter referred to as the Civil Code), – Act of 18 July 2002 on Provision of Services by Electronic Means (Journal of Laws of 2002, No. 144, item 1204, as amended) (hereinafter referred to as the Act on Provision of Services by Electronic Means),
 - Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws of 2006, No. 90, item 631, as amended) (hereinafter referred to as the Copyright Act),
 - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 2016, No. 98, p. 1, as amended) (hereinafter referred to as the “GDPR”).
4. The terms used in these Terms and Conditions have the following definitions: –
 - **Application** – the part of the Site available after logging into the Account – software made available by the Service Provider to the User, depending on the selected Package, continuously, from the level of a web browser, the Application Programming Interface (API) or through the Mobile Application as a Service (software as a service), by means of which the User can use the Modules and perform analysis of the alignment of his/her website with search engine standards, in particular via the following Modules: analyzing visibility, using the keyword database, performing SERP analysis, monitoring the position of any keywords in Google, creating content in the Content Writer Module, including Writer AI, planning content using the Content Planner function, performing Integration of the Application with external applications of the Websites, AI Overviews, using the MCP server (hereinafter also referred to as: **Modules**) and using additional Tools. The number and type of Modules available as part of the Services made available to a given User, as well as the amount of limits on the usage of each Module per month, depends on the Package the User has chosen.
 - **Mobile Application** – an application for mobile devices that enables the use of certain Modules of the Application.
 - **Price List** – a document available on the Site specifying the fees for the

use of the Services comprised in a given Package. The Price List constitutes an offer to enter into the Agreement. The prices indicated in the Price List are binding until new prices are published in the Price List. The Price List may provide for the possibility of the User having an active Account in the Application to purchase additional usage limits for particular Modules available in the Application during a given Subscription Period, using points purchased in the Application as part of the Service Provider's internal point system, so-called **Senucoins**. The Price List may also provide for the possibility of the User having an active Account in the Application to purchase additional Modules, which are not available within the Package selected by the User or whose usage limit has already been exhausted within the Subscription Period, the so-called **Addons**.

- **Personal Data** – personal data within the meaning of the GDPR. –
Registration Form – an electronic registration form that makes it possible to create an Account and to register the User on the Site for the purpose of using the Services.
- **Password** – an individual string of characters selected by the User, which, together with the Login, is used to log into the Account. The Password must consist of at least 6 characters.
- **AI Client** – an advanced computer program based on artificial intelligence, used by the User, operating in an autonomous or semi-autonomous manner, in order to perform specific tasks assigned to it by the User.
- **Consumer** – a natural person entering into an agreement for the provision of Services with the Service Provider, not directly related to his/her business or profession. The provisions relating to the Consumer contained herein shall also apply to a natural person entering into an agreement for the provision of Services directly related to his/her business activity, when it is clear from the content of the agreement that it does not have a professional nature for such person, arising in particular from his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.
- **Account** – an individual User Account electronically created by the Service Provider in connection with the Registration, entitling the User to use the Services.
- **Test Account** – an individual User Account electronically created by the Service Provider in connection with the Registration, entitling the User to use the Services within 14 days following the Registration date.
- **Login** – the User's e-mail address, which, together with the Password, is used to log into the Account.
- **Newsletter** – an electronic newsletter containing information related to the Site operation (including commercial information) delivered to the User by means of electronic communication. The service provided after the User has placed an order and given the appropriate consent, which the User may cancel at any time.
- **Subscription Period** – the period of time during which the Service

Provider provides the User with paid Services as part of the selected Package in exchange for the Subscription Fee, amounting to a month or year, depending on the option selected by the User or individual arrangements with the Service Provider.

- **Commitment Period** – the duration of the Subscription Period or several such periods ordered by the User.
- **Subscription Fee** – the remuneration for the Services provided as part of the selected Package during a given Subscription Period. Subscription fees are determined in the Price List.
- **Service** – benefits received by the User on the basis of a service agreement entered into by the Parties, consisting in particular of providing the User with certain Modules of the Application and additional Tools. The type and scope of functionalities available to the User that make up the Service, depends on the type of Package selected by the User.
- **Service Provider** – SENUTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Warsaw (02-738), at ul. Dominikańska 13, entered in the Business Register of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under number KRS 0000464809, NIP (Tax Identification No.): 9512367837, REGON (Statistical ID No.): 146703642, with the share capital of PLN 9,678,200.00. The Service Provider is the owner and operator of the Site and provides the Services through the same without the simultaneous presence of the parties, using a telecommunications network.
- **User** – a natural person who has full capacity to perform legal transactions and who is not a Consumer, a legal person or an unincorporated entity with legal capacity that has effected the Registration and entered into an Agreement with the Service Provider, the object of which is the possibility of using the Services against payment. Whenever the Terms and Conditions refer to a User, it includes a Test User, unless it is clear from the wording of the Terms and Conditions or the import and purpose of the provisions that it refers only to a User who is not a Test User.
- **Test User** – a natural person who has full capacity to perform legal transactions and who is not a Consumer, a legal person or an unincorporated entity with legal capacity that has effected the Registration and entered into an Agreement with the Service Provider, the object of which is the possibility of using the Services against payment for 14 days.
- **Agreement** – an agreement for the provision of services by electronic means, the object of which are the Services specified in the Package selected by the User. The Agreement is entered into upon successful Registration.
- **Package** – the Services selected by the User, which the Service Provider provides to the User in a given Subscription Period. Before selecting the

Package, the User shall be informed of the Subscription Fee for the selected Package and the scope of Services available under the selected Package. The range of Modules available to the User under each Service varies depending on the Package selected by the User, offered by the Service Provider, according to the Price List available on the Site.

- **User Panel** – a set of functionalities of the Application that enable the Account (possibly a Test Account) to be administered.
- **Privacy Policy** – means the Privacy Policy of the Site and Mobile Application.
- **Payment** – an act of paying (paying the price), in the manner specified herein, the fee for the Subscription Period as appropriate to the selected Package.
- **Associate** – a natural person whom the User has authorized to use the Application. An Associate defined herein may only be a natural person with full capacity to perform legal transactions who is in an employment relationship with the User or who provides services to the User under a legal relationship other than an employment contract. The User is liable for the actions and omissions of the Associate within the Site as for his/her own actions and omissions.
- **Terms and Conditions** – these terms and conditions.
- **Registration** – an act involving the provision of relevant data, including Personal Data, and the submission of an appropriate statement of intent resulting in the execution of the Agreement and the creation of an Account or Test Account.
- **Site** – the Senuto website operated by the Service Provider available at the domain senuto.com.
- **Websites** – websites, such as Facebook (including Facebook Ads, Pixel Meta), Twitter, LinkedIn and Google (including Google Ads, Google Analytics, Google Search Console), with which the Service Provider cooperates for the proper running and operation of the Site and the Application to ensure the highest quality of services provided as well as the ability to Integrate the Application with applications available on the Websites. The Service Provider may extend the operation of the Application to other websites, of which the User shall be informed.
- **Party** – the Service Provider or the User.
- **Parties** – the Service Provider and the User.

II. General conditions of providing services by electronic means

1. The Services shall be provided using an information and communication system, providing for the processing and storage, as well as sending and receiving data via telecommunications networks, in accordance with the wording of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text: Dz.U. 2020.344).
2. The content of the Site is protected by law.

3. The Site may only be used on the terms set out in the content hereof.
4. Before making the Registration, the User should read these Terms and Conditions, and the Privacy Policy, which forms an integral part hereof, and the Price List.
5. In order to use the Website, the User should have a computer or a device with installed software that allows web browsing and access to the Internet with a bandwidth of at least 10Mb/s and at least 8Gb of RAM. The Site may be accessed using the most popular web browsers, such as: Chrome version 60 or higher, Firefox version 55 or higher, Edge version 79 or higher, Safari version 11.1 or higher. In order to use the Mobile Application, a device with Apple iOS version 12 or higher or Android version 8 or higher and Internet access of at least 10Mbps is required.
6. In order to create an Account, it is necessary to have an active electronic mail address (e-mail) and to provide an active mobile phone number, to which confirmation of registration will be sent. The User's phone number will be used for marketing purposes, including direct marketing using automated calling systems, only if the User has given separate consent to do so, to the extent permitted by law.
7. Names (including trade names), logos, descriptions or trademarks published on the pages of the Site are protected by law. Any use of them may only take place with the prior written consent of the right-holders. Any violation of the rights in question by the User may result in legal sanctions, including claims for damages on the part of the right-holders.
8. The Service Provider provides services in the territory of the Republic of Poland and abroad.
9. The Service Provider reserves the right to modify the technical implementation of the Service, according to the scope and conditions of its powers, and in accordance with its technical capabilities.
10. The Service Provider reserves the right to monitor the activity of Users in respect of the use of the API, in order to ensure the stability and high quality of the Services provided.

III. General conditions of using the Services

1. The Services may be used against payment, subject to the possibility of using the Services free of charge by a Test User.
2. Use of the Services requires Registration.
3. When using the Site, the User should in particular:
 - comply with the Terms and Conditions,
 - use the Application only to the extent authorized by the Terms and Conditions,
 - refrain from any actions that may hinder or interfere with the operation of the Site or Mobile Application, and from any actions that may hinder the use of the Site or Mobile Application by other Users,
 - refrain from actions that interfere or seek to interfere with the Site or Mobile Application,
 - refrain from any actions that violate the rights of other Users,
 - use the Site, in particular the API, in a manner that is appropriate and proportionate to the User's actual needs and in accordance with its intended use, without abusing access to system resources offered through the API.

IV.Exemption applicable to Consumers

1. The Site, Application, Mobile Application and Services are intended for non Consumers only. This means that only a non-Consumer may be a party to the Agreement and the entity using the Site, Application, Mobile Application and Services.
2. By accepting these Terms and Conditions, the User represents and confirms that by entering into the Agreement and using the Site, Mobile Application and Services, he/she is performing legal transactions directly related to his/her business or professional activity.
3. If the Service Provider becomes aware that the User – despite the proviso referred to in paragraph 1 above and the submission of the statement referred to in paragraph 2 above – is a Consumer, the Service Provider shall be entitled to terminate the Agreement with immediate effect. The preceding sentence does not exclude other claims of the Service Provider, in particular claims related to untrue representations made by the entity that entered into or sought to enter into the Agreement.

V. Registration, execution of the Agreement, Services offered

1. The Application may only be used after Registration.
2. User Registration is effected by filling in the Registration Form available on the Site and creating a Test User Account or User Account.
3. The creation of an Account or Test Account shall be tantamount to acceptance of the Terms and Conditions, of which the User or Test User is informed by displaying a relevant notice.
4. The boxes of the Registration Form that must obligatorily be filled in are marked in the Registration Form.
5. Once the Form has been completed and sent, the Service Provider sends a confirmation of Registration to the User's e-mail address along with information about the creation of a Test Account. From then on the User may use the Test Account for a period of 14 days. The Test User is entitled to use the Test Account only once, which means that once the Test Account has been created, the Test User is entitled to use the same for a period not exceeding 14 days and, except as individually agreed with the Service Provider, he/she is not entitled to receive the Test Account again. In the event of re-registration as a Test User or attempted re-registration by the same entity, without having consulted such possibility with the Service Provider, the latter shall have the right to terminate the Agreement with immediate effect.
6. Upon completion of the Registration an Agreement for a definite period of time is executed between the Parties. The Agreement for a definite period of time shall expire at the end of the 14-day test period, unless by making the Payment for the selected Package the User extends the possibility of using the Services or the Test User has immediately made the Payment as a result of which, upon expiry of the 14-day test period, he/she becomes the User. In such case, making the Payment shall result in an amendment to the Agreement for the duration of the Commitment Period.
7. In order for the User to use the Test Account, it is not required to enter payment card details or declare the form of Payment.
8. By entering into the Agreement, the User is given the possibility of using the selected Package within the Application. The Packages offered by the Service

Provider include Services that include the following Modules and additional Tools available to the User, and their scope varies in the number of features to be used by the User, and the monthly usage limit within the Subscription Period depending on the Package selected by the User:

- **Visibility analysis:** Module enabling the User to analyze, in particular, on which keywords any Internet domain is displayed in Google search results and allowing to receive a report containing a list of keywords and positions in Google that the Internet domain analyzed by the User occupies (the report is available in the form of a table presenting the keywords);
- **Keyword database:** Module enabling the User, in particular, to access the keyword database and to select, using filters, the most appropriate phrases, tailored to the needs of the User's business, in order to position his/her Internet domain in the User's search engines;
- **SERP analysis:** Module enabling the User to specifically examine factors relevant to the positioning process for the keyword entered by the User, with simultaneous presentation of search results for the selected keyword, potential ranking factors affecting positions in the search results, and the possibility of conducting analysis for selected countries, depending on the current base of the Service Provider;
- **Position monitoring:** Module enabling the User, in particular, to control the keywords used by the User to position the domain in Google search, taking into account changes in this position over time;
- **Content Planner:** Module enabling the User, in particular, to generate topics and guidelines for content to be published on the User's Internet domain, in order to increase its attractiveness and maximize interest in the User's Internet domain by other Internet users;
- **Content Writer:** Module enabling the User, in particular, to create content to be published on the User's Internet domain, in order to increase its attractiveness and maximize the interest of the User's Internet domain to other Internet users; as part of the Content Writer Module, the User gets access to the Writer AI tool, which is used by Users to create article content for their websites using artificial intelligence (the tool allows to create content structure, create meta descriptions and create the entire content of the article);
- **API:** application programming interface that allows the User, in particular, to integrate the data held by the User in the Application with other tools or websites used by the User that are not comprised in the Service Provider's Site.
- **Integrations:** Module enabling the User to connect applications available within the Websites such as Slack, Google Analytics, Google Search Console, Make, Looker Studio, Google Sheets to User's Account, allowing the User to monitor the visibility of a given domain and the actual traffic of specific pages as well as the entire website, and to receive notifications via email and within the Slack application.
- **AI Overviews:** A Module enabling the User to analyze keywords for which answers generated by artificial intelligence (AI Overviews) appear in

Google search results, together with an indication of the domains included in such answers and the position they occupy. The Module also allows the User to monitor the impact of AI Overviews on the visibility and organic traffic of a domain, generate reports presenting the frequency of their occurrence in relation to monitored keywords, and adjust SEO activities in order to increase the chances of being included in the results presented by Google's AI.

- **Tools:** additional functionalities that are an extension of the Modules available within the Application, allowing the User to extend the activities of the individual Modules depending on the User's needs and allowing for more data to be analyzed. The scope and operation of additional functionalities may change due to the "as-is" nature of the Tools.
- **MCP Server:** a tool used by the User to share and integrate SEO data from the User's Account in the Application in environments based on artificial intelligence. It enables AI Clients to access information such as, in particular, domain visibility, keyword positions or competitor analysis, and then to process, aggregate and present it in a form tailored to the needs of language models, in order to provide support for advanced analysis and automation of work with SEO data in tools using artificial intelligence.

In addition to the above-mentioned Modules, as part of the provision of the Services, depending on the Package selected by the User, the Service Provider may also offer the User:

Premium Support: allowing the User to directly contact an employee or associate of the Service Provider through a chat room available on the Application 5 days a week, from 9:00 a.m. to 5:00 p.m., in order to consult the User's needs or comments related to the User's use of the Application;

Training: allowing the User to access and participate in group demos, organized by the Service Provider twice a week, as well as allowing the User to participate in individual training, in case there is a legitimate need for such training on the part of the User.

9. Depending on the Package selected by the User, the User's use of each Module is limited on a monthly basis by the usage limit for that Module. The amount of usage limits for each Module is specified in the Price List.
10. The User acknowledges that by entering into the Agreement, he/she agrees that the Service Provider has access to the data entered by the User in the Application, with the assistance of which the Service Provider can properly provide Services to the User, using the Application. The data indicated in the preceding sentence will be used by the Service Provider to provide the Services.
11. The Service Provider may also process and use the aforementioned data for the Service Provider to compile and publish studies and analysis of websites using the Application. The data used in such studies and analyses will be redacted and aggregated, that is, in particular, they will not be published with reference to the entity to which they relate.
12. The User shall not be entitled to transfer the rights or obligations under the Agreement executed with the Service Provider, without the consent of the Service Provider expressed in a written or document form otherwise being

invalid.

13. If the Registration is effected by the User's Associate on behalf of the User, and not by the User personally:
 - the Associate represents that he/she is authorized to enter into this Agreement on behalf of and for the benefit of the User;
 - at the request of the Service Provider, the Associate and the User are obliged to provide proof of authorization;
 - the Associate shall be fully liable to the Service Provider in the event of this Agreement being executed without proper authorization from the User.

VI. User Account

1. The User, using the user Panel accessible from the Account, uses the Application within the selected Package.
2. The scope of Services provided under a given Package is specified in the Price List available on the Site at:
<https://www.senuto.com/pl/cennik/> or <https://app.senuto.com/user/plan> .
3. The Service Provider reserves the right to create Individual Packages (Enterprise Package), whose scope of Services shall be determined by arrangements between the User and the Service Provider made in the form of a separate agreement.
4. Logging into the Account consists in entering the Login and Password. The Login and Password for the Account are confidential. In order to ensure proper protection of the Password, the User should change it at least once a month.
5. Any breach of the confidentiality of the Login and Password shall be reported by the User to the Service Provider immediately upon discovery of the breach.
6. If the User loses the Password, he/she may request the Service Provider to designate a temporary Password to log into the Account. In order to obtain a temporary Password, the User should use the mechanism provided on the Account login page or contact the Service Provider directly using the chat window available on the Site. The new Password shall be sent directly to the User's e-mail address or in the form of an activation link.
7. It is forbidden to share the User Account with third parties, with the exception of the User's Associates. If the Service Provider becomes aware that the User has provided login data to the User Account to a third party, the Service Provider shall be entitled to suspend the provision of services to the User on the terms set out in Section XI.6. of the Terms and Conditions, and such User shall be obliged to pay to the Service Provider a contractual penalty in the amount of 10 times the Subscription Fee for the Package currently purchased by such User.
8. Through the Account, the User may make any changes to the data he/she has entered and at any time check the extent of the used Services provided under the selected Package.
9. The provisions of this section shall apply mutatis mutandis to the use of a Test Account.

VII. User's Obligations

1. In particular, the User is obliged:

- to use the Services in accordance with their purpose as specified herein and the description of the Packages;
 - to make timely payments for the ordered Services under the selected Packages, in accordance with the provisions of these Terms and Conditions, the Price List and, where applicable, a separate Agreement executed with the Service Provider;
 - to have software and an Internet connection to the extent necessary to use the Services;
 - to comply with the prohibition of web scraping and running any scripts, bots or similar tools within the Service, the Service Provider's website and all its subpages – the prohibition referred to in this point does not apply to the User's use of the AI Client to the extent that it communicates with the Service Provider's MCP Server via the Model Context Protocol, within the scope of the access to the MCP Server purchased by the User;
 - not to enter or input into any of the Application Modules any Personal Data of third parties in relation to the User, for which the User has not previously demonstrated to the Service Provider that they have a legal title to process such data.
2. The Service Provider does not conduct any prior, ongoing or subsequent audit or monitoring of the content that is prepared, published or posted by the User based on and using the Application, in particular the Content Writer and Content Planner Modules, on the User's domain or any other website. The Service Provider shall not be liable for the content prepared, published or posted by the User through or via the Application, in particular using the Module referred to in the preceding sentence.
3. It is unacceptable for the User to publish or post via the Application content that violates the rights of third parties, applicable laws, rules of social coexistence or good morals. Such content shall include, without limitation, content that:
- a. incites or promotes racism, fanaticism, hatred or any kind of harm to any group of people or individuals;
 - b. persecutes or promotes persecution of others;
 - c. manifests sexual exploitation or violence against people or contains content or references to pornographic content;
 - d. contains information that causes or poses a threat to the privacy or safety of any person;
 - e. contains information that promotes illegal activities or behavior that is offensive, threatening, indecent, defamatory or libelous;
 - f. infringes upon intellectual property rights of any person;
 - g. contains links to a site with restricted access or accessible only by password, or contains hidden pages or images (i.e., not accessible from another accessible site or not linked to such a site);
 - h. promotes or fosters criminal activities or partnerships, or contains instructions for illegal activities, invasion of another person's privacy, sharing or creating computer viruses;
 - i. contains a trademark or name belonging to another entity, and the User has not presented consent for its use issued by the right-holder;
 - j. violates or attempts to violate privacy rights, rights of commercial exploitation of personal property, copyrights, trademark protection rights, contractual rights and other rights of any person;

- k. spreads propaganda and/or symbols of organizations that are unconstitutional or illegal;
 - l. violates any rights of third parties, including amounting to an act of unfair competition within the meaning of the Act on Combating Unfair Competition of 16 April 1993 (consolidated text of 13 May 2022 - Journal of Laws of 2022, item 1233) or an unfair market practice within the meaning of the Act on Counteracting Unfair Market Practices of 23 August 2007 (consolidated text of 30 October 2017 - Journal of Laws of 2017, item 2070), or a practice infringing collective consumer interests within the meaning of the Act of 16 February 2007 (consolidated text: dated 22 January 2021 (Journal of Laws of 2021, item 275).
- 4. In the event that the Service Provider receives credible information or official notification alleging the illegality of the content published or posted by the User on its Internet domain via the Application, or if the User commits acts hindering or destabilizing the operation of the Site, the Service Provider shall be entitled to immediately block the possibility of using the Application by that User, of which the latter shall be informed via e-mail. The foregoing shall apply subject to the provisions of paragraph 5(ii) below. For the period during which the User Account in the Application has been blocked pursuant to the provisions of this paragraph, the User shall not be entitled to a claim for a refund of the Subscription Fee (price paid) in any portion, in particular in the portion corresponding to the period of blocking.
 - 5. In the event that: (i) the User fails to cease the actions referred to in Section VII.3. above (despite a prior request from the Service Provider to cease them immediately) or (ii) the User seriously violates the provisions of Section VII.3. above (which does not require a prior request from the Service Provider), (iii) entering or inputting into any of the Application Modules any Personal Data of third parties in relation to the User without first demonstrating to the Service Provider that the User has a legal title to process such data, the Service Provider reserves the right to terminate the Agreement (in an electronic or written form) with immediate effect, giving rise to the Service Provider's right to terminate the Account, of which the User shall be informed via e-mail. In the event of the Account being terminated through the User's fault, the User is obliged to pay for all ordered Subscription Periods until the end of the current Commitment Period, and the Payments made for the ordered Subscription Periods are non-refundable.
 - 6. The Service Provider reserves the right to temporarily block the User's access to the API if the User takes actions that threaten the security of the data collected on the Site, Application or Mobile Application, or uses the API in a manner that has an adverse impact on the operation or functioning of the Site, Application or Mobile Application or their other Users.

VIII. Term of the Agreement

- 1. The subscription period shall last for one month or one year.
- 2. The User may order one Subscription Period in advance, or, if the Service Provider's current commercial offer so allows, more Subscription Periods. The period until the end of all ordered Subscription Periods constitutes the Commitment Period.
- 3. The length of the Subscription Period may only be changed prospectively, with effect after the end of the current Commitment Period, depending on the Service Provider's current commercial offer.

4. The first Subscription Period shall commence on the 15th day following the creation of the Test Account. If the User is not entitled to use the Services after 14 days from the creation of the Test Account due to failure to make the Payment, the Subscription Period shall commence on the date of payment for the first Subscription Period.
5. The Agreement is executed for the duration of the Commitment Period, i.e. until the end of the Subscription Period ordered by the User, or, if more Subscription Periods are ordered, until the end of the last Subscription Period ordered.
6. Upon expiry of the Commitment Period, the Agreement shall be automatically extended for the subsequent Subscription Period of the same length as the last Subscription Period preceding the Commitment Period, unless either Party, prior to the expiry of the Commitment Period, submits a statement on cancellation of the extension. Automatic extension of the Agreement as aforesaid shall be considered an order for another Subscription Period by the User.
7. Each time in order to extend the possibility of using the Application, the User is required to make an upfront payment for the subsequent Subscription Period. If the User indicates a payment card number, payment for the automatically extended Subscription Period shall be made automatically by charging the relevant Subscription Fee for the extended Subscription Period. If, despite 3 attempts to charge the Subscription Fee for the extended Subscription Period, there are insufficient funds in the bank account assigned to the User's designated card, the User Account shall cease to be active and access to the data and Modules contained therein shall be restricted until the User pays the Subscription Fee for the extended Subscription Period.
8. The User who has selected the annual Subscription Period shall be informed via e-mail 3 days before the expiry of the Commitment Period about the extension of the Subscription Period or the possibility of cancelling automatic extension of the Subscription Period. The User who has selected a monthly Subscription Period, on the date of expiry of the Commitment Period, is informed via e-mail about the extension of the Subscription Period or the possibility of cancelling automatic extension of the Subscription Period.
9. The User shall cancel the automatic extension of the Subscription Period for the subsequent Subscription Period by deleting the payment card details from the User Account or by contacting the Service Provider in advance by sending an e-mail to the following address support@senuto.com or hello@senuto.com by using the chat window available on the Site. If a message is sent via e-mail address or in the chat window prior to the expiry of the Commitment Period, the Payment for the subsequent period shall not be charged or, if charged, shall be refunded after the User has sent an e-mail to support@senuto.com or hello@senuto.com or using the chat window available on the Site.
10. Since the Service Provider provides services on an "as-is" basis, the User shall not be entitled to claim a refund of the Payment in the cases specified in Section XV.4 of the Terms and Conditions. In order to communicate the Service offered, the Service Provider enables the creation of a Test Account and free-of-charge use of the Services for a period of 14 days.

IX. Payment for Services

1. The User is obliged to make Payment for the ordered Services in accordance

with the selected Package for the selected Subscription Period. Payment is necessary in order to use the Services. The amount of Subscription Fees for the selected Package in the Subscription Period selected by the User is specified in the Price List.

2. The Service Provider may require the User to make payments for the Services by automated means, that is, in particular, through the Service Provider's ability to collect payments without the User's active participation (e.g., from a credit card specified by the User).
3. Payments made by automated means shall be handled by: PayPal Sp. z o.o. with its registered office in Warsaw, at ul. Emilia Plater 53, postal code: 00-113 KRS (NCR No.): 0000289372; PayU S.A. with its registered office in Poznań, postal code: 60-166 Poznań, ul. Grunwaldzka 186, KRS: 0000274399; Autopay S.A. with its registered office in Sopot, ul. Powstańców Warszawy 6, postal code: 81-718 KRS (NCR No.): 0000320590.
4. By choosing payment for the Service by the automated means, the User agrees to the periodic debiting of the card account indicated by the User and the collection by the payment operator of the amount corresponding to the subscription fee for the Package selected by the User from the payment card. The fee will be charged by the payment operator once a month or once a year, depending on the Subscription Period selected by the User. In the case of recurring payments made using a tokenization service consisting in the provision of a tool ("Token") that allows a unique identifier to be assigned to an individual User, with which the User can make Payments using payment instruments in a simplified form, the card details will be stored by the payment operator intermediating in the payment and providing the Token tool.
5. In the event of withdrawal of consent to recurring payments to the card account specified by the User, including making Payments using the Token tool, the User may request the removal of the card provided by changing the data in the User Account or by sending an email to support@senuto.com or hello@senuto.com or using the chat window available on the Site.
6. In the case of a Test Account, prior to the expiry of the period for which the Agreement has been executed, the User Panel shall display information about the possibility of making the Payment for the first Subscription Period by automated means using the appropriate payment form located in the User Panel. Making the first Payment is necessary to use the Services after the use of the Test Account is terminated. Before the first Payment is made, the Parties may modify the Package to determine the scope of the Services as per individual needs of the User.
7. Payment for the ordered Subscription Period shall be made upfront, no later than 1 day prior to the start of the respective Subscription Period. If more than one Subscription Period is ordered at a time, when the Service Provider's current commercial offer allows it, the Service Provider may require upfront payment for all ordered Subscription Periods.
8. Once the Payment has been made, the User may use the Application and the Account during the respective Subscription Period.
9. In the case of Payments made by automated means, including periodical debiting the User's payment card, the moment when the Payment is made is the day when the Service Provider receives confirmation of the correct processing of the transaction made by the payment institution intermediating in the processing of the Payment.
10. The Service Provider shall not be liable to the User for any delays in the commencement of the Services under the selected Package resulting from the fact that the User has provided incorrect or incomplete data that enable the

Payment to be processed.

11. The User may change the Package to another Package on the terms described below. In the event that such other Package is a package with a price higher than the existing Package, the use of the Services offered under such other Package will be possible from the day following the day on which the Payment for such Package has been credited to the Service Provider's account. If the change of Package involves a change to a Package with a price lower than the existing one, the change shall take place from the subsequent Subscription Period following the current Commitment Period, but no earlier than 14 days after the selection of the Package with a lower price. Changing to a lower priced package shall not affect the Subscription Fee during the current Commitment Period.
12. In the event that the Service Provider is required to return funds to the User for any reason whatsoever, such return shall be made by the same method by which the payment was made, unless otherwise agreed by the Parties. Any complaints regarding Payments made by the User, including recurring Payments and Payments made using the Token tool, may be submitted by the User by sending an email to support@senuto.com or hello@senuto.com.
13. The current Price List containing a list of Services and information on the number of Modules comprised therein and their limits to be used by the User, within the framework of available Packages, can be found on the Site. All prices of Packages on the Site are net amounts, to be increased by the Value Added Tax (VAT) at the applicable rate.
14. The Service Provider reserves the right to change the prices of Packages specified in the Price List, which will be communicated on the Site. For the avoidance of doubt, the new fee rates shall not apply to Subscription Periods that have already been paid by the User.
15. In order to receive a VAT invoice, the User is obliged to provide the data necessary for its issuance, in particular the business name, address details and Tax Identification Number. The User agrees to issue, send and make available invoices in electronic form.
16. All Payments for any Services must be made in full, without any deductions or set-offs. In the event of a mandatory deduction or set-off, the User shall gross up the Payment so that Service Provider receives the amount shown on the invoice. The User shall be liable for accounting for any mandatory deductions or set-offs.
17. The Service Provider may provide for the possibility of the User having an active Account in the Application to purchase additional limits of usage of particular Modules available in the Application during a given Subscription Period, using points purchased in the Application as part of the Service Provider's internal currency point system, the so-called Senucoins. The User may purchase Senucoins through the Service Provider's Website, at the price specified in the Price List. The User decides, at his/her own discretion, which of the limits available within the selected Module Package to increase using the Senucoins he/she has. The Service Provider's Price List determines the cost of increasing the limit of usage of a given Module using the Senucoins held by the User. Senucoins purchased by the User remain active and usable by the User until they are used up for increasing the usage limit of a given Module.
18. The Service Provider may provide for the possibility of the User having an active Account in the Application to purchase additional Modules, which are not available under the Package selected by the User or whose usage limit has already been exhausted within the Subscription Period, the so-called Addons. The User may purchase a given Addon through the Service Provider's Website

by making an additional Payment for the price specified in the Price List. The User decides, at his/her own discretion, which of the Addons available within the Application he/she will acquire. In the case of a monthly Subscription Period, the User may purchase an Addon for the full duration of the Subscription Period or for the remaining time of the Subscription Period. In the case of an annual Subscription Period, the User may only purchase Addons for the full duration of the Subscription Period, i.e. until the end of the annual Subscription Period. The User is not able to purchase Addons through the use of Senucoins, as mentioned in Clause 16.

19. The provisions of this section do not preclude the Service Provider from organizing an additional promotional action or to grant discounts to Users to the extent not regulated herein.
20. The Service Provider informs that Payments made using the Token tool are secured using 3D Secure authentication, which is a standard transaction security measure that identifies the owner of the payment card. More information on securing Payments using the Token tool can be found at the following website:
<https://developers.payu.com/europe/pl/docs/card-payments/threeds/>

x. Intellectual Property Rights

1. All intellectual property rights to the Application, Mobile Application and Site, in particular the textual, graphic and multimedia elements contained therein, as well as software and databases, are reserved to the Service Provider, and are the object of its exclusive ownership.
2. The User shall be entitled to use the Site, Application and Mobile Application, only in the manner specified in the Terms and Conditions or a separate agreement if the same has been entered into with him/her by the Service Provider.
3. The User may use the Application only for the purpose of using the Services. The above also applies to the use of the Application in the context of the Test Account.
4. From the moment the Mobile Application is downloaded and installed by the User within the ICT resources of the mobile device, the Service Provider grants the User a non-exclusive, non-transferable and non-assignable license, which is not limited as to the territory, to use the Mobile Application in accordance with its intended purpose, for a period of time until it is removed from the resources of the mobile device and on the terms set out herein.
5. The User shall not be entitled, regardless of the technical means used, to allow third parties to use the Site, Application and Mobile Application (except where such authorization is expressly provided for in the Agreement), or to use the Site, Application or Mobile Application for the purposes of third parties otherwise than as described in the Terms and Conditions.
6. The User shall not change or remove copyright and other intellectual property rights notices that appear on the Site, Application and Mobile Application.
7. The User acknowledges that even minor changes to the Service, Application and Mobile Application may lead to significant, unforeseen disruptions in their operation. The User shall be liable for any changes to the Service, Application and Mobile Application made by the User or persons the User has used for this purpose.
8. Any use of the Site, Application and Mobile Application that go beyond the

scope set out herein shall require the express consent of the Service Provider given in either written or documentary or electronic form otherwise being invalid. In particular, the Users shall be prohibited from:

- A. reproducing, selling or otherwise introducing to the market or distributing the Application, Mobile Application or Site, in whole or in parts, in particular, transmitting or making it available in computer systems and networks, or any other data communications systems;
- B. researching and testing the operation of the Service, Application or Mobile Application in order to learn their ideas and operating rules;
- C. making independent modifications to the software of the Application, Mobile Application or Site;
- D. extracting any data from the Application, Mobile Application or Service, as well as extracting their component parts, as well as any modification, decompilation and disassembly thereof and their use separately from the Application, Mobile Application or Site;
- E. obtaining information, otherwise than from the Service Provider, about the internal structure or operating rules of the Application, Mobile Application or Site;
- F. using the Services via an Application or Mobile Application other than that published by the Service Provider.

9. Registration implies granting the Service Provider consent to inform third parties about the fact that the User uses the Service Provider's Services, including, in particular, granting the Service Provider consent to publish (for the purpose indicated above) without territorial restrictions, including in the media, on the Internet, in printed, audio and video materials, the User's designations such as, among others, the business name and trademark identifying the User or his/her goods or services.

XI. Termination of the Agreement and Suspension of Services

1. The Service Provider may terminate the Agreement with two weeks' notice by submitting a notice of termination in electronic form, which is sent via e-mail to the User's address or in writing. The User may terminate the Agreement at any time by submitting an electronic notice of termination, which is sent via e-mail to hello@senuto.com or in writing, or by deleting the payment card details from the User Account or through the chat window available on the Site with effect at the end of the Commitment Period in which the notice termination was given.
2. Upon expiration of the Agreement, the Service Provider shall be entitled to delete the User Account, including any data in the database of the Application and Mobile Application. The Service Provider does not delete the data or content entered by the User via the Application to the websites.
3. If the User terminates the Agreement prior to the end of the Commitment Period, the Service Provider shall be entitled to receive the full Subscription Fee for all Subscription Periods until the end of the Commitment Period and shall not refund the Subscription Fees paid for such period in whole or in part.
4. Other than as specified in Section VII.5. hereof, the Service Provider may terminate the Agreement with immediate effect by way of an electronic statement sent via e-mail to the User's e-mail address, or in writing if the User:
 - has violated or violates the provisions hereof,

- has taken or takes actions that jeopardize the security of the data stored on the Site, Application or Mobile Application,
 - has made or attempts to make unauthorized access to the Site, Application or Mobile Application,
 - has performed or performs illegal acts via the Site, Application or Mobile Application,
 - has acted or acts to the detriment of the Service Provider,
 - provided untrue data during Registration,
 - has infringed or infringes upon the intellectual property rights of the Service Provider, in particular, the Service Provider's economic rights, – violates the rules (including, in particular, the terms and conditions) for the use of the Websites,
 - has failed to make the payment due to the Service Provider by the due date,
 - has created more than one Account on the Site without obtaining the Service Provider's prior consent in a documentary form,
 - has registered more than once as a Test User without obtaining the Service Provider's prior consent in a documentary form.
5. In the event that the Agreement expires for the reasons set out in paragraph 4 above prior to the end of the Commitment Period, the Service Provider shall be entitled to receive (or, if already paid, to retain) the Subscription Fees for the time until the end of the Commitment Period in full.
 6. In the cases specified in paragraph 4 above, as well as in other cases directly indicated in the Terms and Conditions, in particular if the due date is not observed, the Service Provider is entitled to suspend the provision of Services, until the situation is brought in compliance with the law and the Terms and Conditions, in particular, until the User settles all outstanding dues, as follows:
 - suspension may include, in particular, at the discretion of the Service Provider, preventing the use of or limiting access to the Services, Application, Mobile Application and Site or selected Modules thereof. – The User shall pay the Subscription Fee for the entire period of suspension;
 - suspension shall not exclude other rights of the Service Provider, in particular the right to terminate the Agreement, including its termination with immediate effect.

XII. Information about specific risks associated with the use of the service provided by electronic means

1. The use of the Site, Application, Mobile Application and Services is made via the Internet, which is connected with the risks that occur when using this network.
2. Risks associated with using the Internet include the possibility of introducing software that can cause harm to a device connected to the Internet, including without limitation "viruses", "worms" and "Trojan horses". Therefore, it is advisable for the User to have up-to-date software to counter such threats, such as anti-virus programs and programs that protect devices from unauthorized access by third parties (so-called firewall).
3. Threats are also posed by third parties seeking unauthorized access to devices and data without the knowledge and against the will of the User. In

order to prevent this type of activity, the User is advised to keep the Password that allowing access to the Account strictly confidential.

XIII. Complaints

1. The User is entitled to file complaints about the Services provided. A complaint may be submitted in writing to the Service Provider's address indicated on Senuto.com or via e-mail sent to the Service Provider's email address support@senuto.com or hello@senuto.com.
2. In the complaint, the User should indicate the e-mail address and business name, and specify the reason for the complaint and the scope of actions that the User expects the Service Provider to perform.
3. If the complaint is accepted, the Service Provider shall take steps to rectify the condition giving rise to the complaint or justify its refusal to accept the complaint.

XIV. Personal Data

1. The User acknowledges and agrees that the Service Provider may, in accordance with the Privacy Policy, process the Personal Data of the User, the User's Associates and other persons acting on behalf of the User in connection with the use of the Website, Application, provision of Services or commercial contacts between the User and the Service Provider, including, in particular, natural persons to whom the User's Accounts on the Websites are assigned, as well as persons who contact the User on the Websites.
2. The User, as the controller of the personal data of his/her Associates and other persons referred to in paragraph 1, is obliged to comply with all legal requirements in connection with transferring or sharing the data of such persons with the Service Provider. Specifically, the User undertakes to provide each person referred to in paragraph 1 with the content of, or a reference (link) to, the Privacy Policy and ensure that each such person acknowledges that he/she has read the policy.
3. The User is obliged to comply with the obligation referred to in the preceding paragraph to the persons referred to in paragraph 1 at the earliest of: o before such person's personal data are provided to the Service Provider by the User or by any other person acting for or on behalf of the User; o prior to the Service Provider gaining access to such person's personal data otherwise in connection with the User's use (or intended use) of the Services.
4. At the Service Provider's request, the User is obliged to provide the Service Provider with documents confirming compliance with the obligations referred to in paragraph 2.
5. The User is prohibited from entering and inputting into any of the Application Modules any Personal Data of third parties in relation to the User, for which the User has not previously demonstrated to the Service Provider that they have a legal title to process such data. If the User demonstrates to the Service Provider that the User has legal title to process the personal data of third parties, points 1-4 of this section shall apply.

XV. Liability

1. The Service Provider stipulates that the Site, Application, Mobile Application and Services may be temporarily unavailable due to the need to undertake technical operations concerning the software or hardware such as updating, maintenance, inspection, replacement. Unavailability of the Site, Application,

Mobile Application and Services may also result from unavailability or malfunction of the Websites and/or service providers used by the Service Provider, such as, for example, hosting services. The unavailability referred to in this section shall not constitute grounds for any claim against the Service Provider.

2. The Service Provider shall not be liable for non-performance or improper performance of obligations resulting from causes beyond the Service Provider's control. The Service Provider shall not be liable for technical problems or technical limitations occurring in the computer equipment, data communications system (other than the Site and data communications systems used to provide the Services) and telecommunications infrastructure used by the User, which prevent the User from using the Site and the Service offered through it, and to which the Service Provider has not contributed in any way.
3. The User acknowledges that the scope of the Services and the Modules of the Application, Site and the Mobile Application are fundamentally dependent on the technical, legal and organizational conditions set by the operators of the Websites. These conditions are subject to change, over which the Service Provider has no control. Accordingly, the Service Provider cannot guarantee that the scope of possible Services and the above Modules will remain unchanged during the term of the Agreement. The Service Provider shall not be liable for the consequences of such changes in the Services resulting from changes in the terms and conditions made by the operators of the Websites, and changes in such Services for this reason shall not constitute grounds for any claims.
4. The Services are provided on an "as-is" basis, that is, without any guarantees or warranties of performance or availability, excluding the guarantee of optimization of the processes performed by the User in terms of the time spent on the activities covered by the Service. In particular, in no way does the Service Provider warrant that:
 - o the Services will meet the requirements of the User;
 - o the Services will be provided in an uninterrupted, timely, safe or error free manner;
 - o any information received by the User as a result of use of the Services will be reliable and accurate;
 - o errors in the operation or Modules of the Application, Mobile Application, Site or any software used to provide the Services will be rectified.
5. No warranties of any kind (including implied warranties as to satisfactory quality, fitness for purpose, or compliance with the description) shall apply to the Services, except where such warranties are expressly set out herein.
6. To the fullest extent permitted by law, the Service Provider's liability for damages, including damages incurred by the User, in connection with the Services, Application, Mobile Application or Site is excluded. In particular, the Service Provider, its partners, suppliers, members of the Management Board, employees, associates or attorneys shall in no event be liable to the User or any other third party, for any damages, losses incurred or benefits forfeited, including, in particular, direct damages, indirect damages, pure financial losses, consequential damages (including, for example, loss of profits, revenues, business interruption, loss of data or computer programs, loss of reputation or good name, attorneys' fees or court costs), including, in particular, damages arising directly or indirectly from:
 - o use of the Services, Site, Mobile Application or Application by or on

- behalf of the User, or any Module, content, products or services distributed or provided as part of the Site or Services;
 - o reliance on the completeness, accuracy of any advertising or marketing efforts in connection with the Services;
 - o any changes that the Service Provider may make to the Services, or from permanent or temporary suspension of the Services (or any Module within the Services);
 - o removing or damaging or losing access to any content maintained or transmitted through the Services;
 - o breach by the User of the obligation to keep confidential the data required for logging into the Account;
 - o any failure or interruption in the operation of the Site, Application, Mobile Application or Services due to errors, loss of data, defects, viruses, interruptions or delays in the operation or data transmission or for any other reason whatsoever.
7. The exclusion of liability referred to in the preceding paragraph applies to liability that may arise on any basis, including in contract, law, tort, including liability for non-performance or improper performance of obligations. The exclusion of liability also applies if the Service Provider was expressly advised of the possibility of damages or should have foreseen such a possibility.
 8. Notwithstanding the foregoing and without prejudice thereto, the limitation of the Service Provider's liability to the User on any basis in connection with the Agreement, the Terms and Conditions or the Services, due to events occurring in a calendar year, shall be the equivalent of three times the average monthly Subscription Fee (or, in the case of a Subscription Period exceeding one month – on a per month basis) of the last three months preceding the occurrence of the event triggering such liability.
 9. The provisions of this "Liability" section shall apply to the fullest extent permitted by law.

XVI. Amendments to the Terms and Conditions

1. The Service Provider reserves the right to amend the Terms and Conditions for good cause with a 7-day prior notice to the Users. Amendments shall become effective 7 days after being notified to the Users, unless the User terminates the Agreement within the aforementioned period. An amendment annex may provide for a longer effective date for individual amendments.
2. Amendments to the Terms and Conditions may be made in particular (but not exclusively) for the following reasons:
 - o the need to modify the Service Provider's IT systems;
 - o changing the processes of the Site, Application or Mobile Application, including modification, expansion or addition of new Modules of the Site, Application or Mobile Application;
 - o modernization of the Site, Application or Mobile Application;
 - o changing the processes of operation of the Websites;
 - o adaptation of the Terms and Conditions, Site, Application, Mobile Application to legal requirements, in particular changes in law;
 - o justified comments submitted by the Users;
 - o other factual, legal, business or organizational circumstances.

3. The Users shall be notified of amendments to the Terms and Conditions via an e-mail sent to the Users containing the relevant information and a link to the text of the amended Terms and Conditions, as well as means of relevant information being posted on the Site and the consolidated text of the amended Terms and Conditions being made available on the Site.
4. A User who does not consent to the amendments to the Terms and Conditions is entitled to submit a notice of termination of the Agreement within 7 days of receiving an e-mail informing him/her of the amendments to the Terms and Conditions. The User may submit a notice of termination in electronic form by sending the same via e-mail to the e-mail address: support@senuto.com or hello@senuto.com or in writing by sending a notice of termination by mail or courier to the Service Provider's address. If the User submits a notice of termination, such termination shall have the effect of the Agreement expiring at the end of the Commitment Period. In this case, the provisions of the existing Terms and Conditions shall apply between the User and the Service Provider until the end of the Commitment Period.
5. The Users who effect Registration during the period from the publication of amendments to the Terms and Conditions until they become effective, the provisions of the existing Terms and Conditions shall apply during such period, and the provisions of the amended Terms and Conditions shall apply during the period starting from the effective date of the amendments. Such Users at the stage of Registration will be required to consent to the amendments made to the Terms and Conditions. For the aforementioned reasons, the aforementioned Users will not receive separate e-mail notifications of the amendments, nor will they be entitled to give notice of termination due to the amendments.

XVII. Final Provisions

1. These Terms and Conditions and the Agreement shall be governed by the laws of the Republic of Poland.
2. In matters not covered by these Terms and Conditions, the relevant provisions of the law in force in the territory of the Republic of Poland shall apply.
3. 3. The provisions of paragraphs 1 and 2 above shall apply only to the extent that the choice of law of the Republic of Poland is legally permissible in a given case. The provisions of paragraphs 1 and 2 above, as well as other provisions of these Terms and Conditions, shall be without prejudice to the laws of jurisdictions other than the Republic of Poland, the application of which cannot be excluded by agreement. The preceding sentence shall not apply if, in a given case, it is permissible to exclude also such laws of foreign countries as a result of making a choice of law in accordance with paragraphs 1 and 2 above.
4. Any disputes between the Parties, including in particular those concerning the validity, interpretation, non-performance or improper performance of the Agreements shall be subject to the jurisdiction of the Polish courts. Any disputes between the Service Provider and the User, including, in particular, disputes concerning the validity, interpretation, non-performance or improper performance of the Agreements, shall be resolved by the court having jurisdiction over the registered office and address of the Service Provider.
5. The provisions of paragraph 4 above shall apply only to the extent that an agreement to submit disputes to the jurisdiction of the Polish courts or, as the case may be, an agreement to submit disputes to the territorial jurisdiction of

the court competent for the Service Provider's registered office, is permitted in a given case. The provisions of paragraph 4 above shall be without prejudice to the provisions otherwise determining the jurisdiction or, as the case may be, the territorial jurisdiction of the court, if such provisions cannot be excluded by the provisions of paragraph 4 above.

6. If the Terms and Conditions are also drafted in a language version other than the Polish version, the Polish version shall be binding in the event of discrepancies between the different language versions.
7. With regard to legal relationships between the Service Provider and the User, the use of the User's contract model forms is excluded (this applies in particular to general contractual terms and conditions, contract templates, terms and conditions, etc.).
8. These Terms and Conditions are available electronically at senuto.com. The User can also download the content of the Terms and Conditions from the aforementioned website and save them on his/her own data carrier.