

## GET VISION TERMS AND CONDITIONS

### § 1 General provisions

1. The website at <https://getvision.pl/> is run by Get Vision Spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia (81-376) at Waława Sieroszewskiego 12/3, registered in the Register of Entrepreneurs of the National Court Register kept by District Court for the Capital City of Warszawa in Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000944153, NIP 7011063031, REGON: 520670264, share capital in the amount of PLN 10,000, paid up in full.
2. In order to use the Website, devices and the ICT system must meet the Technical Requirements necessary to cooperate with the ICT system used by the Service Provider.
3. Accepting the Regulations is voluntary. In order to create an Account or place an Order, the User is obliged to read the Regulations and accept its provisions.
4. The Regulations are made available to the User free of charge via the Website with the address <https://getvision.pl/> in a form that allows them to be viewed, downloaded, recorded and printed.
5. The content presented on the Website constitutes an invitation to conclude a contract in accordance with art. 71 of the Civil Code and do not constitute an offer within the meaning of the Civil Code.

### § 2 Definitions

1. The expressions used in these Regulations have the meaning indicated below, unless otherwise stated otherwise stipulated in the Regulations:
  - a. **Business days** - days from Monday to Friday, excluding public holidays.
  - b. **Password** - a unique string of at least 8 characters, known only to the User, with at least one special character, one number and at least one capital letter, enabling the User to authenticate himself on the Website.
  - c. **Consumer** - a natural person concluding an Agreement with the Service Provider, whose activity is not directly related to its business or professional activity.
  - d. **Account** - the User's administration panel on the Website, which allows entering and changing User data (in accordance with the scope collected during the registration process described in the Regulations). Through the User Account, it is possible to order the Service Provider to generate a Product or Products by placing Orders. Blocking the User Account is tantamount to termination of the contract for the provision of electronic services.
  - e. **Newsletter** - a service consisting in the Service Provider providing the User with an electronic newsletter containing information about the Products, services and functionalities provided by the Service Provider via the Website to the e-mail address indicated by the User with the express consent of the User.
  - f. **Product** - a report generated by the Service Provider using artificial intelligence, for which the User may place an Order via the Website.

- g. **Privileged Entrepreneur** - a natural person concluding a contract directly related to its business activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.
- h. **Regulations** - this document specifying the rights and obligations of the User and the Service Provider, the rules for concluding Agreements and providing services via the Website by electronic means in accordance with the Act of July 18, 2002 on the provision of electronic services (i.e. Journal of Laws of 2020 item 344 with later amendments).
- i. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- j. **Website** - an IT system managed by the Service Provider in the domain <https://getvision.pl/>, intended for placing Orders by the User and providing electronic services by the Service Provider, as well as the correlated mobile application.
- k. **Agreement** - an agreement concluded between the Service Provider and the User, under which the Service Provider, based on the materials received from the User, will generate a report (Product) and grant the User a license to use the report (Product) on the terms set out in the Regulations for a fixed price.
- l. **Electronic services** - services provided electronically in accordance with the Act of 18 July 2002 on the provision of electronic services (i.e. Journal of Laws of 2020, item 344) by the Service Provider to the User via the Website.
- m. **User** - a natural person, legal person or organizational unit without legal personality with legal capacity, which concludes an Agreement with the Service Provider via the Website. Only a person who registers and creates an account on the Website can be a User.
- n. **Technical requirements** - minimum technical requirements that should be met by devices necessary for the cooperation of the User's system with the Service Provider's system, including the conclusion of the Agreement and the provision of the Newsletter service i.e. possession of a multimedia device with Internet access, e.g. computer and having access to e-mail as well as using the Chrome/Edge browser: 89.0+, Safari: 14.0+, Firefox: 86.0+, Opera: 75.0+ (IE - not supported), or software with similar parameters. Using all the possibilities of the Website may depend on running Java Scripts and accepting cookies (the Cookie Policy is part of the Privacy Policy, and this is available on the Website).
- o. **Order** - a binding declaration of the User's will, leading to the conclusion of an Agreement with the Service Provider on the terms specified in these Regulations and the description of the service aimed at generating the Product.

### § 3 Provision of Electronic Services

1. Through the Website, the Service Provider provides the following services to the User:

- a. setting up and maintaining a User's account on the Website, facilitating and accelerating the conclusion of Agreements and enabling insight into the history of Orders;
  - b. concluding Remote Agreements;
  - c. Newsletter.
2. Electronic services are provided free of charge.
3. In order to provide Electronic Services, an agreement for the provision of Electronic Services is concluded between the User and the Service Provider. The agreement is concluded upon activation of the User Account via a link sent by the Service Provider to the e-mail address provided by the User during registration.

#### **§ 4 Setting up and maintaining an Account on the Website**

1. Browsing the Website's assortment does not require registration on the Website.
2. Placing Orders by the User for Products requires registration (setting up an Account) on the Website in accordance with the provisions below.
3. The Account gives the User the opportunity to use the following functionalities:
  - a. the ability to generate reports (Products) using previously entered User data,
  - b. browsing the history of Orders placed by the User on the Website,
  - c. self-editing of the User's data.
4. In order to set up an Account on the Website, the User completes the registration form provided by the Service Provider, in which he/she provides the data required by the Service Provider to set up an Account, in particular name, surname, e-mail address, company data (if applicable) and consents to the processing of data personal data in accordance with the provisions of § 13 of the Regulations and declares that he accepts the content of the Regulations, undertakes to comply with them and establishes a password to the Account.
5. After correctly completing the registration form, the Service Provider confirms the creation of an Account on the Website by sending an e-mail to the User to the e-mail address provided by the User.
6. In order to use the Website correctly and fully, the User is obliged to have equipment that meets the Technical Conditions.
7. The User is obliged to:
  - a. provide in the registration form referred to in par. 4 above true and current data. In the event of a change of data, the User is obliged to immediately update the data indicated to the Service Provider in the created Website Account, in particular to the extent that it is necessary for the provision of services by the Service Provider to the User. Providing outdated or untrue data may make it impossible to perform the Agreement,
  - b. use the Website in a manner consistent with the law, the provisions of the Regulations in a way that does not interfere with the functioning of the services provided by the Service Provider.
8. The User cannot choose a username:
  - a. in order to impersonate another entity,
  - b. which may be illegal, protected by trademark or other proprietary rights,

- c. that is vulgar, offensive or likely to be misleading.

The Service Provider reserves the right to reject and/or reassign these Usernames at its sole discretion. Each User has the right to one Account to use the Website. If you create multiple accounts, the Service Provider may, at its sole discretion, suspend or terminate such additional Accounts.

9. The Service Provider is not responsible for interruptions in the functioning of the Website caused by circumstances beyond the control of the Service Provider.

### **§ 5 Information about services and Products**

1. The Service Provider publishes on the Website information about the available packages resulting in the creation of the Product, giving in particular the prices of these packages.
2. The prices given on the Website are given in Euro and do not include VAT (net prices).
3. The Service Provider reserves the right to make changes in package prices on an ongoing basis and to carry out and cancel all kinds of promotional campaigns. The right referred to in the previous sentence does not affect Orders placed before the date of entry into force of the change in the price or conditions of promotional campaigns.
4. Promotions on the Website cannot be combined, unless the regulations of a given promotion provide otherwise.
5. In the case of Orders covering a larger number of Products, the Service Provider and the User agree on individual terms for the execution of the Order. For this purpose, the User may use the "Write to us" button.

### **§ 6 Rules for placing Orders for Products**

1. The conclusion of the Agreement between the Service Provider and the User takes place after the User has placed an Order.
2. Placing an Order by the User requires the selection of the selected package resulting in the production of the Product. In the event that the User purchases the Product as a Privileged Entrepreneur, he is obliged to inform the Service Provider about it when placing the Order by entering relevant information in the comments to the Order. If the User purchases the Product as part of his business activity and does not enter the information in question in the comments to the Order, it is assumed that the User does not use the rights intended for a Privileged Entrepreneur.
3. If the User concludes the Agreement on behalf of the entity that authorized the User to act in this way (such as the User's employer), he declares that he is legally authorized to act on behalf of that entity. If you provide a company name in connection with registering or ordering a Product, this will be deemed to be placing an Order on behalf of that company. The Service Provider does not verify and is not responsible for the correctness of the data provided by the User, also in the context of the provided billing data, for which an invoice will be issued.
4. In order to conclude the Agreement, the User is obliged to confirm the Order indicated in the Order summary, containing information on the total price of the ordered Products, as well as confirm the validity of the data necessary to conclude and implement the Agreement and accept the Regulations.

5. Acceptance of the Regulations takes place by marking in the dedicated window information about reading the Regulations.
6. The Regulations are made available to the User upon his acceptance via a hyperlink to the subpage, which also allows the User to save the Regulations.
7. The Order is placed when the User confirms the obligation to pay in the system. This may take place after completing all formalities related to the Order process on the Website.
8. The Service Provider verifies the placed Order. If the Service Provider finds errors in the Order or in the User's data that prevent the performance of the Agreement, the Service Provider attempts to contact the User by e-mail in order to correct them. If it is impossible to contact the User or to correct errors, the Service Provider may cancel the Order, if possible, informing the User about it. If the User pays the price, the Service Provider will return the payment made within 14 business days from the date of cancellation of the Order. The Order completion time is extended by the appropriate number of days necessary to remove obstacles to the performance of the Agreement arising for reasons not attributable to the Service Provider.
9. After placing the Order, the User receives a confirmation of placing the Order to the current e-mail address from the Service Provider.
10. By accepting the Regulations, the User agrees to receive the confirmation referred to in par. 9 above recorded in a different way than on paper, namely in the form of an e-mail. The user may withdraw consent at any time by sending an e-mail to [contact@getvision.pl](mailto:contact@getvision.pl).
11. Acceptance of the Order takes place after the payment is credited to the bank account indicated by the Service Provider.
12. Confirmation of placing the Order and acceptance of the Order by the Service Provider and acceptance of the Regulations by the User is tantamount to concluding the Agreement between the Service Provider and the User.
13. The Agreement is concluded for the duration and for the purpose of the Order.
14. The content of the concluded Agreement is recorded, secured and made available to the User by:
  - a. making these Regulations available on the Website and making the Regulations available in the form of a hyperlink, upon acceptance of the Order in accordance with sec. 6 above,
  - b. and sending the e-mail message referred to in sec. 9 above.
15. The content of the Agreement is additionally recorded and secured in the IT system of the Service Provider's Website.

## **§ 7 Methods and terms of payment**

1. The User may pay for the placed Order only in the form of a non-cash electronic payment.
2. After placing the Order, the user will be redirected to the Stripe electronic payment platform.
3. Online payment is made in accordance with the rules resulting from the regulations in force at the entity making the online payment, which is made available to the User when making online payments.
4. The User placing an Order on behalf of and for the economic entity is obliged to make the payment as the economic entity he represents. This means that the VAT invoice issued by the Service Provider will contain the data appearing on the transfer document.

5. The User who placed the Order will receive an electronic invoice from the Service Provider to the e-mail address provided by him. By accepting these Regulations, the User authorizes the Service Provider to issue and send invoices in electronic form, in accordance with art. 106b sec. 3 and art. 106n of the Goods and Services Tax Act of March 11, 2004, Journal Laws of 2022, item 931 with later amendments).
6. The User undertakes to update the data necessary to issue an invoice within 30 days of any change. If the User fails to do so, the Service Provider will be entitled to use the latest information provided by the User for each invoice. In such a case, neither the User nor the entity on whose behalf the User is acting shall have any claim to dispute the invoice or delay payment of the invoice due to missing or incorrect billing and/or contact details.
7. The Service Provider's fees do not include any fees imposed by banks, payment service providers or other parties involved in the payment procedure, including, for example, fees for cross-border money transfers.

### **§ 8 Order Execution**

1. In order to generate a report (Product), the User is obliged to provide the Service Provider with all necessary materials in the form of photos taken with flight parameters for the PV panel damage detection model:
  - a. Flight parameters should comply with IEC TS 62446-3:2017,
  - b. Photo format: jpg, jpeg,
  - c. For RGB photos, the recommended lens size is Wide with a sensor, e.g. 1/2.3" CMOS, 12 MP,
  - d. Ground Sampling Distance (GSD): at least 3 cm per pixel. Recommended GSD is 2.3 cm/px,
  - e. Course Angle: 0°,
  - f. Frontal overlap ratio: 50%,
  - g. Side Overlap ratio: 50%,
  - h. Flight altitude: 25 meters,
  - i. Margin: 2 to 3 meters,
  - j. Color scale for thermal images: Ironbow.
2. Generating a report (Product) may take from several minutes to several dozen hours, depending on the volume of materials sent.
3. The report can be downloaded by selecting the "Generate PDF Report" option immediately after its generation, subject to § 9 section 3 of the Regulations.

### **§ 9 Right of withdrawal**

1. The User-Consumer has the right to withdraw from a distance contract without giving any reason and without incurring any costs other than those provided for by law - the Act of 30 May 2014 on consumer rights (i.e. Journal of Laws of 2020, item 287 with later amendments) within 14 days.
2. The deadline to withdraw from the contract expires after 14 days from the date on which the User-Consumer came into possession of the Product.

3. The possibility of receiving the Product before the expiry of the 14 days entitling to withdraw occurs after the User-Consumer expresses a statement about not exercising the right to withdraw on the terms set out in the Regulations.
4. The User-Consumer may withdraw from the contract by submitting a statement of withdrawal from the contract to the Service Provider.
5. Submitting a declaration of withdrawal from the Agreement may be submitted:
  - a. in writing to the address indicated in § 17 sec. 2 of the Regulations,
  - b. in electronic form by submitting a statement to the Service Provider's e-mail address - [contact@getvision.pl](mailto:contact@getvision.pl).
6. To meet the deadline, it is enough to send a statement before its expiry.
7. The Service Provider is obliged to immediately send to the User-Consumer a confirmation of receipt of the declaration of withdrawal from the Agreement on a durable medium.
8. In the event of withdrawal from a distance Agreement, the Agreement is considered void.
9. The Service Provider is obliged to immediately, not later than within 14 days from the date of receipt of the User-Consumer's statement of withdrawal from the Agreement, return to the User-Consumer all payments made by him.
10. The Service Provider will refund the payment using the same payment methods that were used by the Consumer-User in the original transaction, unless the Consumer-User agrees to a different solution, in each case the Consumer-User will not incur any fees in connection with this return.
11. In the event of withdrawal from the Agreement by the User-Consumer, the Service Provider will issue a correcting invoice.
12. The provisions regarding the User-Consumer contained in this § 9 apply to the Privileged Entrepreneur.

## **§ 10 Responsibility of the Parties**

1. The User is prohibited from:
  - a. disable, manipulate or otherwise attempt to circumvent any mechanism that restricts the use of the services,
  - b. rent, lease, loan, resell, transfer or sublicense any services or parts thereof to third parties, except as expressly permitted in these Regulations,
  - c. use the services for any purpose that is unlawful or prohibited by this Agreement,
  - d. use the services in any way that could damage, disable, overload or impair any service provided by the Service Provider or interfere with the use of these services by others.
2. All the Service Provider's software is a copyrighted work of Get Vision Sp. z o. o. or its suppliers.
3. The Service Provider does not claim ownership rights to any materials sent by the User (photos necessary to prepare the report (Product)).
4. By submitting the materials necessary to generate the report (Product), the User guarantees that he owns or otherwise controls all rights to these materials and that these materials are not restricted by third party rights (including any image rights), as well as, that he came into possession of the materials in question in a manner consistent with the provisions of generally applicable law.

5. The Service Provider does not guarantee the use of the manufactured Products, including the guarantee of commercial suitability or suitability for a specific purpose.
6. The Service Provider is not responsible for any results of human or artificial intelligence analysis and is not responsible for the results or recommendations indicated in the Product.
7. The Service Provider does not verify and is not responsible for the purpose for which the User generated the report (Product) or for the manner in which the report (Product) will be used, in particular (but not exclusively) in connection with the possibility of qualifying the objects that are the subject of the report (Product) as critical infrastructure within the meaning of the Act of 26 April 2007 on crisis management.
8. The Service Provider is not responsible for the loss of revenue, loss of profits, any direct or indirect damage suffered by the User as a result of using the Products manufactured by the Service Provider.
9. The User has no right to assign rights or obligations under this Agreement to another entity in any scope.
10. The Service Provider does not agree to set off any mutual claims by the User.
11. When using the Website, the User is prohibited from:
  - a. upload or store material that is infringing, obscene, threatening, libelous or otherwise unlawful or tortious;
  - b. upload or store material containing viruses, worms, Trojan horses, spam or other harmful computer code, files, scripts, agents or programs to or from the Website;
  - c. attempting to gain unauthorized access to any service on the Website;
  - d. use the Website in violation of applicable law, including but not limited to data protection regulations.
12. The Service Provider is not liable to the User in the event of defects resulting from:
  - a. improper or incorrect use of the Website for any reason (other than culpable action or omission on the part of the Service Provider);
  - b. any breaches of the User's obligations under these Regulations.
13. The User represents and warrants that:
  - a. is entitled to conclude and perform the Agreement,
  - b. the execution of the Agreement has been duly approved by all necessary corporate actions on the part of the User.
14. You may not remove any titles, trademarks or trade names, copyright notices, legends or other proprietary notices on or in the Product. The User has no rights to the trademarks of the Service Provider.
15. The User undertakes to provide the Service Provider with the materials necessary to generate the report (Product) in the format and resolution indicated in the Regulations, enabling the proper production of the Product. The Service Provider is not responsible for the quality of the materials provided by the User, which may result in the creation of an incorrect or incomplete Product.

## **§ 11 License**

1. The Product is a work within the meaning of the Act of February 4, 1994 on copyright and related rights (Journal of Laws 2022.2509, with later amendments).



2. Upon receipt of the ordered Product, the User, within the price paid for the Product, obtains an indefinite and territorially unlimited, non-exclusive right to use the Product (licence). This right is inalienable.
3. The User acquires the right to use the Product in the following fields of use:
  - a. in the scope of fixing and multiplying the Product - production of copies of the Product using a specific technique, including printing, reprographic, magnetic recording and digital technique,
  - b. recording on all media,
  - c. multiplying Products by any technique, on all carriers and in any quantity, entering into computer memory, internal networks of the Intranet type, without any quantitative restrictions, as well as sending within the above-mentioned network, including on-line mode,
  - d. in the scope of trading in the original or copies on which the Product was recorded - placing on the market, lending or renting the original or copies,
  - e. in the scope of disseminating the Product in a different way, i.e. public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, as well as making the Product publicly available in such a way that everyone can access it at a place and time of their choice,
  - f. entering into computer memory and multimedia networks, such as the Internet.
4. The Service Provider retains all rights to the Product, as well as all intellectual property rights (such as copyrights, patents and trademarks) to the Product that have not been expressly granted to the User.

## **§ 12 Complaints**

1. The Service Provider is liable to the User for physical and legal defects of the Product (warranty) on the terms set out in the provisions of the Civil Code.
2. Using the warranty, the User may, on the terms and within the time limits specified in the Civil Code:
  - a. submit a statement of price reduction or withdrawal from the Agreement, unless the Service Provider immediately and without undue inconvenience to the User replaces the defective Product with a defect-free one or removes such a defect. The reduced price should be in such proportion to the price resulting from the contract, in which the value of the Product with a defect remains to the value of the Product without a defect. The User may not withdraw from the contract if the defect of the Product is insignificant;
  - b. demand replacement of the Product with a defect-free one or removal of the defect. The Service Provider is obliged to replace the defective Product with a defect-free Product or remove the defect within a reasonable time without undue inconvenience to the User.
3. The User may, instead of removing the defect proposed by the Service Provider, demand replacement of the Product with a defect-free one, or instead of replacing the Product, demand removal of the defect, unless bringing the Product into compliance with the contract in the manner selected by the User is impossible or would require excessive costs compared to the

method proposed by service provider. When assessing the excess of costs, the value of the Product free from defects, the type and significance of the defect found are taken into account, as well as the inconvenience to which the User would be exposed by a different method of satisfaction.

4. In the description of the complaint, the User should indicate:
  - a. information and circumstances regarding the subject of the complaint, in particular the type and date of the defect;
  - b. demand a way to bring the Product into compliance with the Agreement or a statement on price reduction or withdrawal from the Agreement;
  - c. contact details of the complainant;
  - d. number of the invoice to which the complaint relates

- with the proviso that failure to indicate in the complaint the above-mentioned elements does not affect its effectiveness and it will facilitate and accelerate the consideration of the complaint by the Service Provider.

5. Complaints regarding the operation of the Website, including the functioning of the Account, should be sent to the e-mail address indicated in § 17 para. 2 of the Regulations.
6. Consideration of the complaint by the Service Provider will take place within 14 days from the date of its receipt.
7. The Service Provider is liable under the warranty if a physical defect is found within two years from the date of delivery of the Product to the User. The claim for removal of the defect or replacement of the Product with a defect-free one expires after one year from the date of finding the defect, however, in the case of an Order placed by the User-Consumer - the limitation period may not end before the expiry of the period referred to in the first sentence.
8. Complaints related to the provision of Electronic Services by the Service Provider may be submitted by the User in writing to the address indicated in § 17 para. 2 of the Regulations or in electronic form via e-mail to the following address: [helpdesk@getvision.pl](mailto:helpdesk@getvision.pl).
9. In order to submit a complaint, the User should provide information and circumstances regarding the subject of the complaint, in particular the type and date of the irregularity.
10. Responding to the complaint referred to in par. 8 by the Service Provider takes place immediately, not later than within 14 days from the date of its submission.

### **§ 13 Processing of personal data**

1. As part of the provision of Electronic Services, the Service Provider is entitled, pursuant to art. 18 sec. 1 of the Act of July 18, 2002 on the provision of electronic services (i.e. Journal of Laws of 2020, item 344, with later amendments) to process the User's personal data necessary to establish, shape the content, change or terminate the contract for the provision of services by electronic means by the Service Provider and only for the proper implementation of Electronic services.
2. The User's personal data is processed by the Service Provider as the Personal Data Administrator on the terms set out in detail in the "Privacy Policy" in the Website tab.
3. Providing personal data by the User is voluntary. Refusal to provide personal data may result in the inability to provide Electronic Services by the Service Provider.

#### **§ 14 Newsletter**

1. The User has the right to use the Newsletter service free of charge by providing his e-mail address on the Website in the field marked "Subscribe to the Newsletter" or agreeing to receive the Newsletter when registering an account on the Website or placing an order (ordering the Newsletter service).
2. The User may at any time unsubscribe from the Newsletter by selecting the "Unsubscribe from the Newsletter" option, available after logging into the account on the Website in the "Newsletter" tab, by using the unsubscribe option available in the received Newsletter or by sending an e-mail requesting to stop sending the Newsletter to the e-mail address of the Service Provider provided in § 17 sec. 2 of the Regulations.

#### **§ 15 Termination of the Agreement**

1. The Service Provider may at any time terminate the Agreement for the Provision of Services in the cases specified in the Regulations with a month's notice and for important reasons, namely:
  - a. in the event of a change in the law governing the provision of electronic services to the extent that it affects the rights and obligations of the Parties;
  - b. the need to change the way services are provided due to technical or technological reasons;
  - c. changes in the provision of services covered by the Regulations as a result of modification, introduction of new or removal of services covered by the Regulations.
2. The Service Provider may at any time terminate the Agreement for the Provision of Services in the cases specified in the Regulations with a seven-day notice period and in the event of reasonable suspicion that the User uses the Website contrary to its intended purpose, in particular without the intention of fulfilling the Agreement on the basis of the submitted Order and in the event of providing outdated or untrue data, it may prevent the implementation of the Agreement, breach of obligations under § 4 section 7.
3. A declaration of termination of the Agreement for the Provision of Services may be submitted by sending it to the e-mail address indicated in the Website's account by the User.
4. In the event of revealing objective obstacles on the part of the Service Provider, preventing or significantly impeding the proper maintenance of the Account on the Website, the contract for the Provision of Services may be terminated or access to the Account on the Website may be denied and access to the services covered by the Regulations may be limited until obstacles. In each case, it will take place with immediate effect at the time of sending the appropriate statement of the Service Provider to the e-mail address indicated by the User. Objective obstacles are understood as force majeure or the effect of third parties over which the Service Provider has no influence (e.g. interruptions in access to the public network).
5. The User may at any time, without incurring any costs, request the deletion of his/her Account on the Website. In order to delete the Account, you must send your resignation to the Service Provider to the e-mail address indicated in § 17 para. 2 of the Regulations, or the address provided in the contact details. The Service Provider will delete the User's account on the

Website. Deleting the account is tantamount to the immediate termination of the Agreement for the provision of electronic services in the scope of maintaining the Account.

#### **§ 16 Provisions concerning Users who are not Consumers**

1. The provisions of the Regulations indicated in this paragraph apply only to Users who are not Consumers. Therefore, the provisions of this paragraph do not apply to the Privileged Entrepreneur.
2. The Service Provider has the right to withdraw from the Agreement concluded with a User who is not a Consumer within 14 days from the date of its conclusion. Withdrawal from the Agreement takes place without giving any reason.
3. Pursuant to Art. 558 § 1 of the Civil Code, the Service Provider's liability under the warranty for the Product towards the User who is not a Consumer is excluded.
4. Any disputes arising between the Service Provider and a User who is not a Consumer shall be submitted to the court competent for the seat of the Service Provider.

#### **§ 17 Contact**

1. The User may contact (communicate) with the Service Provider:
  - a. electronically at the following e-mail address: [contact@getvision.pl](mailto:contact@getvision.pl).
  - b. using the contact form available on the website <https://getvision.pl/> in the Contact tab.
2. Any statements for which, in the light of the provisions of the Regulations, a written form is required, including a statement on exercising the right to withdraw and lodging a complaint, should be sent to the following e-mail addresses:
  - a. complaints: [contact@getvision.pl](mailto:contact@getvision.pl),
  - b. withdrawal: [contact@getvision.pl](mailto:contact@getvision.pl),

or to the following address of the Service Provider: Get Vision Spółka z ograniczoną odpowiedzialnością, ul. Wacława Sieroszewskiego 12/3, 81-376 Gdynia, with the note "Website".

#### **§ 18 Out-of-court settlement of disputes**

1. The User has the right to use out-of-court resolution of the dispute between the Service Provider and the User, in particular in the event of failure to achieve the objectives of the complaint procedure.
2. The use of out-of-court dispute resolution is voluntary.
3. Detailed rules regarding the rules of conduct are available from entities dealing with out-of-court dispute resolution.
4. The User-Consumer has the right to pursue claims, e.g. within:
  - a. turn to the competent voivodeship inspector of the Trade Inspection with a request to initiate mediation proceedings for out-of-court resolution of the Dispute;
  - b. apply to the permanent consumer arbitration court operating at the Trade Inspection with a request to consider the case before the arbitration court.

- c. free assistance of the municipal or poviát Consumer Ombudsman or consumer organization whose statutory tasks include the protection of consumer rights, such as the Consumer Federation;
- d. a complaint submitted via the online ODR platform available at: <http://ec.europa.eu/consumers/odr/>.

## **§ 19 Final Provisions**

1. Agreements are concluded in Polish.
2. The provisions of the concluded Agreement are recorded, secured, made available and confirmed to the User by sending the User an e-mail confirming the placed Order. The content of the Agreement is additionally recorded and secured in the IT system of the Website.
3. Downloading or using in any scope the materials available on the Website requires the consent of the Service Provider each time and may not violate the provisions of the Regulations and generally applicable law, and may not violate the interests of the User. Any aggregation and processing of data and other information available on the Website for the purpose of their further disclosure to third parties as part of other websites and outside the Internet is prohibited. It is also forbidden to use the Website's markings, including characteristic graphic elements, without the consent of the Service Provider.
4. All rights in the field of intellectual property or industrial property protection and copyrights to materials made available on the Website, in particular descriptions, photographs, diagrams or models, graphic design, logos, graphic design and composition of the Product are vested only in their owners or entities authorized to use from tracks. The use of such materials, in particular their recording and reproduction, marketing, public distribution, modification of the whole and individual fragments, combining with other works and their introduction to a computer network is allowed only with the written, under pain of nullity, consent of their owners or entities authorized to use and dispose of the works.
5. The Regulations come into force on May 29, 2023.
6. The Regulations and annexes to the Regulations constitute a standard contract within the meaning of art. 384 § 1 of the Civil Code.
7. In the event of making changes to the Regulations, the Service Provider will provide the consolidated text of the Regulations by publishing it on the Website and by means of a message sent to the e-mail address provided by the User, which proves that the User could read its content.
8. The amendment to the Regulations enters into force 14 days from the date of sending information about the change. In the case of Users who have concluded a Contract for the Provision of Services, i.e. who have an account on the Website, they have the right to terminate the Contract for the Provision of Services within 14 days from the date of notification of the change to the Regulations. The amendment to the Regulations does not affect the Agreements concluded by the User and the Service Provider before the amendment to the Regulations.
9. In matters not covered by the Regulations, the provisions of generally applicable law shall apply.
9. The provisions of the Regulations in the version applicable on the date of conclusion of the Agreement shall apply to the Agreement concluded between the Service Provider and the User.

10. An integral part of the Regulations is the Privacy Policy (as Appendix No. 1).