

## TERMS OF USE OF THE WEBSITE

### Preliminary provisions

Following terms and conditions (the "**Terms**") govern your use of our website <https://trasee.io/pl/> (the "**Website**").

All rights to the Website, as well as to its elements and databases, including copyrights, intellectual property rights to its name, Internet domain, patterns, forms, logos belong to "**TRASEE**" sp. z o.o. with its registered office in Wrocław (50-344) at the address: ul. Gdańska 13/210, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Department of the National Court Register under the number KRS: 0000782989, having the numbers NIP: 8982250026 and REGON: 38314964 ("**TRASEE**") or its affiliates, or are subject to a license for use granted TRASEE by the owner (disposer) of these rights, and may be used only in the manner specified herein and in accordance herewith.

### Definitions

For the purposes hereof, the following terms shall be defined as follows:

"*Civil Code*" - the Act of 23 April 1964 - Polish Civil Code (uniform text: Journal of Laws of 2020, item 1740 as amended),

"*Privacy Policy*" - means the document "Privacy Policy" available on the Website,

"*User*" - means any natural person who in any way uses the Website,

"*Website Resources*" - means the materials made available on the Website, on the terms and within the scope specified herein, in particular information, data and case studies concerning TRASEE and other business or user materials related to TRASEE products.

### General provisions

These Terms set out the rules for free and unlimited use by Users of the Website, run and administered by TRASEE, which includes information about TRASEE, the products and services offered by TRASEE and other information about TRASEE's activity.

By using this Website, you acknowledge that you have read and that you agree to these Terms.

### Purpose and Website Resources

The Website allows you to access information about TRASEE, inter alia about TRASEE's products and offered services. The Website collects press releases about TRASEE. On this Website you will find assistance in obtaining the necessary information about TRASEE and TRASEE's contact details.

The Website Resources may contain references to products, programs and services that have been launched in a particular market and are not available in your country. Please contact TRASEE for information regarding products, programs and services offered in your country.

### Users' access to Website Resources

Access to the Website does not require any formalities, in particular the registration in the Website system.

Use of the Website requires:

- (a) possession of devices with Internet access and a web browser installed,
- (b) enabling the acceptance of cookies and Java Script support in the web browser you are using,
- (c) pop-up Windows support enabled.

TRASEE provides you with free access to the Website Resources for an indefinite period of time, and solely for the purpose and to the extent necessary to use the Website.

### **User commitments**

You shall use the Website in accordance with applicable law, provisions of the Terms and good behaviors and practices.

You are entitled to use the Website Resources only for your own personal use. This means, in particular, that with respect to the information, data, case studies and any other materials contained herein, both those protected by copyright law and those not so protected, you are not allowed to use these materials for the purpose of conducting your own commercial activities.

### **User Content and User Content License**

By posting, transmitting, forwarding, or otherwise providing information or material to TRASEE (e.g., by posting a comment on a blog), you are aware that this information may be visible to other Users. At the same time, you agree not to post on the Website TRASEE's confidential information or any other material and/or information that may be considered confidential.

By sending TRASEE information or material, you grant TRASEE an unrestricted and irrevocable license to copy, reproduce, publish, upload, post, distribute, transmit, post on the Internet, publicly display, perform, and modify, and to create derivative works from or otherwise freely use such information and material.

You hereby consent that TRASEE may use any ideas, concepts, know-how and contents that you share with TRASEE, regardless of the purpose for which the material containing such ideas, concepts, know-how and contents were shared with TRASEE. However, TRASEE will not disclose your name or the fact that you have made any material or other information available to TRASEE, unless: (a) TRASEE obtains your consent to use your name; (b) TRASEE priorly informs you that the materials or other information provided by you will be published or your name will be used in other ways with such materials; or (c) TRASEE is required to do so by applicable law. The respective provisions of the Privacy Policy shall apply to any of your personal data shared with TRASEE for the purpose of receiving information about products or services.

### **Processing of Users' personal data**

Your personal data is processed pursuant to provisions of the Privacy Policy available on the Website. You should read this Privacy Policy before providing or transferring any personal data to TRASEE.

### **Intellectual property rights**

All intellectual property rights, including but not limited to copyright and trademark rights in respect of all materials, text, illustrations, sounds, software and other Website Resources and their arrangement belong to TRASEE or its affiliates or are subject to a license for use granted TRASEE by the owner (disposer) of these rights.

TRASEE grants to you non-exclusive, non-transferable, limited, revocable permission to access and display the Website Resources.

You may print parts of the Website or download them to your computer's hard drive and share them with third parties, provided that you do so for informational purposes only or for other purposes permitted by applicable law.

Without TRASEE's prior written consent, you are not entitled to:

- (a) use the Website (including any copy or part of it) or the designations contained herein for any commercial purposes,
- (b) modify the Website (or any part of it) or use or share it or its part for any derivative work or activity (including use in paper documents, websites, blogs, third party accounts on social networking sites).

The use of the Website Resources (or part thereof), including making them publicly available, disseminating, uploading, posting on other websites, and using them to create derivative works, is prohibited without TRASEE's prior consent.

### **Responsibility**

Use of this Website is at your sole risk.

All materials, products, information, software, and services are provided "as is", with no warranties or guarantees whatsoever. TRASEE makes no warranty or guarantee that access to this Website will not be interrupted, secure, timely, or without error.

You agree that if you download or otherwise obtain materials, information, products, or services via this Website, that you do so at your own risk and that TRASEE will not be responsible for any damages that may result, including loss of data or damage to your computer system.

To the extent permitted by applicable law you expressly agree to waive any and all claims against TRASEE, of any kind, arising out of your use of the Website and its contents.

To the extent permitted by applicable law in no event will TRASEE be liable to any party for any consequences of any type related to or arising from this Website or any use of this Website, or of any site or resource linked to or referenced by this Website.

### **Legal disclaimer**

The Website Resources, in particular the information about the offered products contained on the Website do not constitute a binding offer or electronic offer within the meaning of the Civil Code for any entities and have been provided solely for information and promotion purposes.

Some of the information provided on the Website is historical in nature and may be out of date. All information of a historical nature should be deemed to be up to date on the date of its first publication. TRASEE is not obliged to update any of the published information.

The Website contains links (hypertext links) and references to other websites or sources concerning third party products or services. TRASEE makes no representations, warranties, and assumes no responsibility or liability for information or opinions provided on other websites.

### **Comments, complaints**

Any comments, remarks and questions concerning the operation of the Website may be sent to [rodo@trasee.io](mailto:rodo@trasee.io) or in writing to the following address: "TRASEE" sp. z o.o. ul. Gdańska 13/210, 50-344 Wrocław.

You have the right to make a complaint about the functioning of the Website.

Complaints about the Website shall be sent:

- (a) via e-mail to: [rodo@trasee.io](mailto:rodo@trasee.io);
- (b) by post to the address: "TRASEE" sp. z o.o. ul. Gdańska 13/210, 50-344 Wrocław.

As soon as a complaint will be resolved, but no later than 30 (thirty) days from the date of receiving it, TRASEE will inform you in writing or in any other form agreed with you on how such complaint is resolved.

### **Final provisions**

The Terms fulfil the purpose of general terms and conditions of contracts within the meaning of the Civil Code.

TRASEE may update these Terms at any time, without notice, so you should periodically review these Terms for any changes. Changes are effective from the moment of their publication.

The Terms are made available free of charge to the Users, who can use, reproduce and record them via the Internet.

These Terms and the use of the Website by the Users shall be exclusively governed by Polish law.

All disputes arising in connection with the performance of these Terms which cannot be settled amicably, shall be decided by settled by a common court.