

**Terms of provision of an on-line service located in the domain eanaliza.pl
by TECHNICENTER Sp. z o.o.**

General rules

1. In accordance with art. 8 par. 1 p. 1 of act of July 18, 2002 on Providing Services by Electronic Means (JoL no. 144, pos. 1204) (hereinafter "Act") TECHNICENTER Sp. z o.o. located: 41-907 Bytom, ul. Tatrzańska 2, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Katowice – Wschód in Katowice, Division VIII Commercial of National Court Register under KRS 0000337832, with share capital of 50,000.00 zł, fully paid, identified by NIP 6262955594 and REGON 241327846 (hereinafter „TECHNICENTER”) sets the Terms of provision of an on-line ratio-based financial analysis service eanaliza.pl (hereinafter "Terms of Service").
2. The Terms of Service define the principles and technical conditions related to Service provided by TECHNICENTER using electronic means, and in particular by means of an Internet website available at <https://eanaliza.pl>.
3. To use the Services provided by the Service Provider you should read and accept the rules defined in these Terms of Service.
4. The notions used in Terms of Service shall have the meaning defined below:
 - a) Electronic service – the service performed by TECHNICENTER consisting of transmission and reception of data, using information and communication systems with the purpose of its processing, including digital compression and storage, as a result of individual User request, without simultaneous presence of participating parties, assuming that the data is being transmitted over public networks.
 - b) Service – an electronic service named „on-line financial analysis eanaliza.pl” providing an on-line access (under WWW Address) to the Application.
 - c) User – anyone using the Service according to the Agreement.
 - d) Application – software, the rights to which belong to TECHNICENTER, cooperating with the System, available on-line (under WWW Address) to the User, with the purpose of providing the Service, designed to create ratio-based financial analysis, including all the tools that are necessary to perform the calculation of proper and selected financial ratios and to automate the data provision process.
 - e) WWW Address – the address of TECHNICENTER’s website mentioned in p. 2 of this Terms of Service, used for the provision of the Service and Application.
 - f) Data – data stored in the form of digital computer files, provided by the User as data to be stored within an Account.
 - g) Transmission – the process of sending Data from the User to TECHNICENTER (to Account) or from TECHNICENTER (from Account) to User related to the provision of the Service, performed using the public Internet networks.
 - h) Registration – the procedure of making an Agreement in electronic form, between TECHNICENTER and the User, related to the use of the Service according to the selected Payment Plan, conducted by the User by filling in with required data the electronic registration form available at <https://eanaliza.pl/analysis-web/faces/accountRegistration.xhtml>, concluded by the confirmation of the User’s will to make the Agreement.
 - i) Payment Plan – one of the ways of using the Service, offered in the Price list of eanaliza.pl, differing in the functionality. The number of days the User can access the Application, can only be used within the given period of time and is not transferred to further periods in case the Agreement is prolonged. The user is not entitled to claim a refund of the Fee or part thereof in the case of not using all the potential access days.
 - j) Account – the set of resources and permissions assigned to a particular User together with separated disk space, used for storing User’s Data.

- k) Administration Panel (account's owner) – a part of the System, available after logging to the Account, allowing to manage the Account, to use the Application, to view, modify and delete User's Data, to change Account's and Service's parameters, to perform communication between Parties, including the submission of statements of intent covered by these Terms of Service.
- l) Login – an alphanumeric sequence allowing the unique identification of each User, which together with the Password – allows the use of the Service.
- m) Password – a confidential alphanumeric sequence known only to the User, which together with the Login – allows the use of the Service; it should consist of 6-30 characters, including letters, digits and special characters - ! @ %.
- n) Activation – activities performed by TECHNICENTER after making the Agreement, related to the creation of User's Account and the provision of the ability to use the Service.
- o) Email Address – User's email address provided during making the Agreement, Registration or an address provided later in the Administration Panel.
- p) Fee – a periodic fee, paid in advance and defined in the Services Price List, related to the use of the Service within selected Payment Plan.
- q) System – information system, rights to which belong to TECHNICENTER, allowing the use of the Service and Application within the Account.
- r) Device – any electronic devices having the ability to access the Internet, with an internet browser allowing the use of the Service and Application, including particularly PCs, laptops, notebooks, PDAs, smartphones, tablets, but also other existing devices as well as devices that may be created in the future.
- s) Consumer – a private individual using the Service for the purposes not directly related to their business activities or profession.
- t) Entrepreneur – a private individual, a legal entity or an organisation not being a legal entity, who have the legal capacity, performing on their own behalf business or professional activities, requesting the provision of the Service or using the Service for the purposes directly related to their business or professional activities.
- u) Force Majeure – an extraordinary event impossible to predict and prevent, regardless of taken care, e.g. natural catastrophes, war, strikes, laws, against which the company cannot counteract, serious power failures, actions taken by third parties, for which TECHNICENTER cannot be held responsible.
- v) Agreement – this Terms of Service together with the Price List.

Detailed scope of the Service and conditions of its provision

5. TECHNICENTER provides the Service for the User based on the Agreement with due diligence and in accordance with our knowledge and technical capabilities.
6. To use the Service, the User has to satisfy the following minimal requirements:
 - a) Internet connection with minimum speed: 1 MB/s Download, 256 kB/s Upload;
 - b) Internet browser allowing to display the hypertext content (HTML) with Javascript and cookies enabled.
 - c) Currently supported browsers: Firefox , Opera, Chrome, IE 7-8-9
 - d) Device with minimal hardware requirements:
 - Processor 1GHz
 - RAM memory 512 MB
 - Operating system: Windows, Linux
 - Screen resolution: at least 1024x768 pixels.
 - e) Email Address,

7. The speed of Data transmission to and from TECHNICENTER depends on the speed of Internet connection used by the User, hence TECHNICENTER is not responsible for the speed of Data Transmission.
8. In accordance with point 9, the User can store in their Account, only the Data produced with the use of the Application, provided that the amount of Data stored in the Account is not greater than the total disk space made available for the User within selected Account Option. TECHNICENTER is not responsible for any restrictions related to file transfer, enforced by the operator or Internet service provider being the intermediary in the Data transmission.
9. The transmission of illegal content by the User is prohibited. Upon the receipt by TECHNICENTER of official notification or reliable information about the unlawful nature of the Data provided by the User, TECHNICENTER is allowed to prevent the access to the Data. TECHNICENTER will not be responsible to the User for any damage caused by the prevention of User's access to the illegal Data. Upon the receipt of reliable information about an unlawful nature of the Data, TECHNICENTER will notify the User about the intent to prevent the access to the Data.
10. If the Data is being stored with the purpose of accelerating the access to the Data upon User's request, TECHNICENTER is not responsible if: (i) the Data is neither deleted nor modified; (ii) it uses well-known and commonly-used techniques defining the technical parameters related to the Data access and update; (iii) it does not interfere with the well-known and commonly-used techniques related to the collection of information on the use of stored Data.
11. TECHNICENTER is not responsible for the Data stored by means of its information and communication system, if it is not aware of the unlawful nature of the User's Data or the activities related to the Data.
12. The access to the Account, including the access to stored Data, Administration Panel and Application is possible only after successful login with the use of individual Login and Password.
13. The Login and Password are confidential, thus the User is obliged to keep them secret and to keep utmost care in order to prevent access by third parties. Only the User is to be held responsible for revealing the Login and Password to the third party. The User can change the Password anytime after Activation using the Administration Panel.
14. TECHNICENTER is responsible for the failures in delivery or improper delivery of the Service, unless they are caused by the User, or they result from the User's failure to observe the law, this Terms of Service or the Agreement, or from third parties' actions, for which TECHNICENTER cannot be held responsible, or from Force Majeure or if TECHNICENTER cannot be blamed for the failure in delivery or improper delivery of the Service.
15. If TECHNICENTER is responsible for the interruption in Service operation, TECHNICENTER will fix the damage by extending the period for which the Agreement was made, by the amount of time it took to fix the causes of interruption. It is up to the User to request for Agreement extension.
16. TECHNICENTER is allowed to introduce to the set of offered Payment Plans an Option, which does not require paying the Fee. The introduction of such an Option will be used for marketing purposes, and in particular to promote the Service and to test the Service by the Users considering using one of the paid Options. The use of such an Option requires that the User agrees to receive on the Account and Email Address, unsolicited commercial communication and advertising. The withdrawal of consent to receive unsolicited commercial communication and advertising is equivalent to the termination of the Agreement related to

the use of such an Option. TECHNICENTER will also stop sending the unsolicited commercial communication and advertising if the Option is changed to one of the paid Options.

17. The Service, except for the Option mentioned in p. 16 is provided for a fee. The fees for using the Service are defined by the current Price List.
18. The User bears the costs of the Internet connection used to access the Service.
19. The User can decide at any time to change the Payment Plan to a higher one, i.e. to a Payment Plan with a higher Fee as defined by the Price List.
20. If the Payment Plan is changed to a higher one, the period for which the Agreement was made is extended, starting from the moment of Payment Plan change and including the settlements related to the days previously paid and not used.
21. The User can decide at any time to change the Payment Plan to a lower one, i.e. to a Payment Plan with a lower Fee as defined by the Price List.
22. If the Payment Plan is changed to a lower one, the User is obliged to select and delete the data that exceeds the limits imposed by the new Payment Plan.
23. TECHNICENTER issues VAT invoices related to the use of the Service only on the basis of the data provided by the User in a proper part of the Administration Panel. The User is solely responsible for the compliance of the data with the truth.
24. TECHNICENTER will issue VAT invoices in electronic form in accordance with the applicable regulations, upon the prior receipt of the User's permission – in written or electronic form required for the issuance of invoices. If the invoices are issued electronically TECHNICENTER is not obliged to issue the invoices in paper form. The User is obliged to regularly receive the communication sent to the Email Address and to regularly receive the invoices issued in the system, to be able to make the payments and take legal actions resulting from the information provided this way, or resulting from the Terms of Service and the Agreement. In case of User's permission withdrawal TECHNICENTER loses the right to issue and send the invoices in electronic form. The action is effective from the next day after receipt of the notification on permission withdrawal.

Agreement conclusion and termination

25. These Terms of Service along with the Price list constitute an integral part of the Agreements made between TECHNICENTER and the User, the subject of which is the provision of the Service.
26. The Users can be private individuals, possessing the full legal capacity, legal entities and organisations not being legal entities, but allowed to acquire rights and incur obligations on their own behalf.
27. The provision of the Service by TECHNICENTER requires making an Agreement, with the restriction that the Agreement can be concluded in written form under pain of being declared null and void, or according to p. 28.
28. The Agreement can be also concluded by the User's acceptance of the offer of Service provided in electronic form, as a result of their Registration on the WWW website available at <https://eanaliza.pl>. In such a case, the Agreement is concluded after successful completion of the Registration procedure, performed after the selection of a Payment Plan, indicating the will to make the Agreement. Upon the completion of the Registration procedure TECHNICENTER will immediately send to the Email Address a confirmation of the conclusion of the Agreement, including the Account's name and unique activation code.

29. The Agreement obliges TECHNICENTER to provide the set of Services selected by the User, within the scope and conditions defined in the Agreement and the attachments constituting the integral parts of the Agreement, in particular in these Terms of Service and the Price List. The User is obliged to comply with the Agreement and Terms of Service, in particular to pay the Fees on time, according to the Price List and for the scope defined by the Agreement. The Fees can be paid by wire transfer or by card. Payments by card are operated by PayPro SA Agent Rozliczeniowy, ul. Kanclerska 15, 60-327 Poznań, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Poznań – Nowe Miasto i Wilda in Poznań, Division VIII Commercial of National Court Register under KRS 0000337832, identified by NIP 6262955594 and REGON 241327846.
30. The Agreement can be made for a limited period of access to the Application. The Price List defines the Payment Plan being the subject of the Agreement, as well as the period of time and functionality related to this Payment Plan.
31. If the Agreement is made for a limited period, the Agreement will be automatically terminated upon the expiry of the period, unless the User states the will to extend the Agreement for the next period and pays the appropriate Fee. TECHNICENTER will notify the User, 1 week before the expiry date. The notification will be sent to the Email Address. The User will be also notified about the termination of the Agreement by means of the message appearing after logging into the Account.
32. In case TECHNICENTER is not notified about the will to extend the period or if the Fee is not paid before the expiry date, TECHNICENTER will lock the access to the Service for the User. The Data stored in the Account will be kept temporarily for 30 days, within which the User may state the will to extend the Agreement for the next period, starting from the next day after the expiry date. Upon stating the will to extend the period the User is obliged to pay the Fee at most on the last day of temporary data storage. In case the statement of will is not made within this period, or if the Fee is not paid, TECHNICENTER will irrevocably delete the Account and all the associated Data.
33. During the Registration process, the User is obliged to provide valid data, required by TECHNICENTER.
34. TECHNICENTER can refuse to conclude the Agreement or provide the Service, if the user does not comply with the Terms of Service, and in particular if the data provided during the Registration process is invalid or incomplete, or it is technically impossible to provide the Service for the User.
35. The Agreement is concluded if the user pays the Fee appropriate for the selected Payment Plan. If the User fails to pay the Fee within 7 days after the time the Agreement was made, the Agreement is considered void, and the User is notified about this fact by TECHNICENTER, by means of the message sent to the Email Address. After the Agreement is concluded TECHNICENTER will perform the Activation within 7 days after the time the Agreement was made, but not earlier than after the Fee is paid, and no later than 24 hours after the Fee is registered on the bank account of TECHNICENTER. TECHNICENTER notifies the User about the Activation with the message sent to the Email Address.
36. If the Agreement with the Customer was made outside of TECHNICENTER headquarters or remotely (Registration), the Consumer can withdraw within 14 days after the Agreement was made, without giving a reason. To comply with this deadline, it is enough to send the statement before its expiry. If the right of Agreement withdrawal is exercised the Agreement is considered void. What the parties rendered will be returned unchanged, unless a change was necessary within the limits of ordinary management. The return should be performed

immediately, no later than within 14 days. If the Consumer has made any prepayments, they are entitled to statutory interest from the date of prepayment. The right of withdrawal is void if the provision of the Service has already started, with the Consumer's consent, before the deadline expired.

37. The Agreement can be terminated according to the rules stated below.
38. If the Agreement was made for an unlimited period (if such an option will be made available) the User can terminate the Agreement anytime, without giving the reason, while TECHNICENTER can terminate the Agreement, with one-month notice, effective at the end of the calendar month following the month in which the termination was made. If the User is a Consumer, TECHNICENTER can terminate the Agreement only because of serious reasons, particularly when:
 - a) The User failed to pay a complete or partial Fee, for at least 30 days from the due date and despite prior request for payment within the prescribed period of not less than 14 days did not make the payments,
 - b) The User violates the rules of the Agreement or these Terms of Service related to the use of the Service, including the use of the System or Application,
 - c) TECHNICENTER loses the ability to provide the Service as a result of a change of economic and legal conditions or as a result of a loss of rights to provide the Service,
 - d) TECHNICENTER will terminate the activities related to the provision of the Service.
39. The termination of the Agreement made by TECHNICENTER has to be performed in the form of written statement of termination, sent using registered letter addressed to the User or directly given to the User, with the restriction that as the date of notification one considers the date of effective delivery to the User. In case of Agreements made electronically in the form of Registration, the statement of termination can be also sent in electronic form, to the Email Address.
40. The termination of the Agreement made by the User has to be performed in one of the following forms: (i) written statement of termination, sent using registered letter addressed to TECHNICENTER or directly given to TECHNICENTER, with the restriction that as the date of notification one considers the date of effective delivery to TECHNICENTER, or (ii) by sending the statement through the Administration Panel, with the restriction that the termination is considered effective upon its confirmation in the Administration Panel, thus it cannot be revoked.
41. The Agreement made for a limited period or for the number of available access days to the Application, except for the cases mentioned below, can be terminated before its expiry date only by mutual agreement.
42. TECHNICENTER can terminate the Agreement with immediate effect in case of:
 - a) change of law, which prevents TECHNICENTER from providing the Service;
 - b) withdrawal, restriction, expiration, change of permissions or conditions related to the provision of services by TECHNICENTER, caused by administrative decision,
 - c) receipt of reliable information that the data provided during Registration or changed later in the Administration Panel were or are not true.
 - d) deletion of the User, being an entrepreneur, from the appropriate register,
 - violation by the User of the regulations included in the Terms of Service or the Agreement, and the failure to remove or stop the violation despite prior request from TECHNICENTER within the period of not less than 7 days, particular in case of:
 - failure to pay the required Fee for the provided services,
 - repeatable or continuous violation of the regulations included in the Agreement or Terms of Service,

- e) force majeure affecting either the User or TECHNICENTER, lasting longer than 30 days, which prevents or considerably limits the ability of TECHNICENTER to provide the services or as a result of which TECHNICENTER ceased to provide the services to avoid the damage.
- 43. The User can terminate the Agreement with immediate effect in case of repeatable violation of the Agreement by TECHNICENTER, particularly in case of:
 - a) failure to start the Service within the prescribed period, caused by TECHNICENTER;
 - b) an interruption of Service operation lasting longer than 14 consecutive days, caused by TECHNICENTER;
- 44. In case of Agreement termination before its expiry resulting from the fault of TECHNICENTER, TECHNICENTER will return the part of the paid Fee – proportional to the remaining, unused period of time.
- 45. In case of Agreement termination TECHNICENTER will delete the Account and will irrevocably remove all stored Data.
- 46. Within the limits defined by the Agreement TECHNICENTER provides the user with non-exclusive, non-transferable, limited by the period and purpose of the Agreement, license to use the System and the Application.
- 47. Within the limits defined by a single Agreement TECHNICENTER provides the user with non-exclusive, non-transferable, limited by the period and purpose of the Agreement, license to use the System and the Application on any number of devices, depending on the selected Payment Plan.
- 48. The licenses mentioned in p. 46-47 are provided for the period for which the Agreement was made. Termination of the Agreement results in termination of the licences. The termination of the licence is equivalent to the termination of the Agreement.
- 49. The User agrees not to take or consent to carry out the modification, creation of derivative works, translating, decompiling, disassembling or hacking of the System or Application or any part thereof.

Complaints procedure

- 50. The Users have the right to make complaints regarding the Services.
- 51. The complaint should have a written or electronic form, issued by means of the ‘Report an issue’ part of the Administration Panel.
- 52. The complaint should contain: the name and the surname or the name and the address of the person making the complaint, the definition of the subject and the period of complaint, the description of the circumstances, the identifier assigned by TECHNICENTER (if applicable); the date of Agreement, the amount of compensation or other charge – if a refund is being asked, bank account number or the address to which the compensation of charge should be paid, or a request to include the amount in future payments, the signature – if the complaint is made in written form, and the choice of the method of reply to the complaint.
- 53. If the complaint does not satisfy the above requirements, the person entitle on behalf of TECHNICENTER to take the complaint, should immediately inform the person making the complaint about the need to correct and complete the complaint, including the information about the written or electronic form of the complaint, under the pain of the complaint being left without consideration.
- 54. TECHNICENTER will do its best to consider the complaint within 30 days of its creation.
- 55. The reply to the complaint should contain: the decision to grant or refuse the recognition of the complaint, in case the compensation was granted – the amount and payment date, in case the refund of charge was granted – the amount and payment date. In case of complete or

partial refusal, the reply should additionally contain the factual and legal justification and should be delivered to the person making the complaint in written form using the registered letter, or in electronic form to the Email Address – according to the choice of TECHNICENTER.

56. TECHNICENTER will process the personal data of the Users provided during the time the Agreement was made and while the Agreement is effective, in relation to provided Services. Complying with the legal obligation imposed on TECHNICENTER, by the Regulation of the European Parliament and the European Council (EU) 2016/679 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/WE we inform that:

1. TECHNICENTER is the administrator of your personal data
2. Your personal data is processed by the company for the following purposes:
 - Implementation of the contract concluded with the company (art. 6 par. 1 lett. b) of the Regulation)
 - Issuing invoices and conducting financial reporting (art. 6 par. 1 lett. c) of the Regulation)
 - Implementation of obligations arising from the law (art. 6 par. 1 lett. c) of the Regulation) until the obligations imposed on the company have been fulfilled
 - Execution of claims rights under the contract (art. 6 par. 1 lett. f) of the Regulation)
 - Conducting marketing activities and sending commercial information by electronic means (art. 6 par. 1 lett. a) of the Regulation), which will be carried out until you withdraw your consent
 - Administrative, until the legitimate interests of the company have been fulfilled or until you object to the processing of data

TECHNICENTER as the Administrator of your personal data informs you that you are entitled to:

- a) The right of access to your personal data and their rectification, pursuant to art. 15 and 16 of the Regulation
- b) The right to remove or limit the processing, pursuant to art. 17 and 18 of the Regulation
- c) The right to transfer data, pursuant to art. 20 of the Regulation
- d) The right to object to the processing of data, pursuant to art. 21 of the Regulation
- e) The right to withdraw consent at any time without affecting compliance with the right of processing in the case of data processing on the basis of consent to the processing of personal data in accordance with art. 6 par. 1 lett. a) of the Regulation
- f) The right to file a complaint to the President of the Office for Personal Data Protection, when you think that the processing of your personal data violates the provisions of the Regulation

Providing data is voluntary, but necessary for the proper implementation and provision of services by TECHNICENTER for you.

In addition, TECHNICENTER declares that it does not share your personal data with other entities and persons.

The processing of personal data will be performed according to the act of on the Protection of Personal Data and can be performed for the purposes stated thereof and in particular for the purposes of:

1. Enabling the correct provision of the service
2. Accounting and settlements
3. Complaints

Before concluding the Contract, TECHNICENTER provides the User with the information on the processing of personal data and informs him about the right to view their personal data and to correct them.

In addition, TECHNICENTER informs that all personal data provided during the conclusion of the contract (registration in the domain eanaliza.pl) are not transferred to other entities and will be used only for the proper implementation of the contract and for marketing purposes related to the service provided

- a) The User expresses voluntary and informed consent for TECHNICENTER to process his / her personal data in order to create, form, amend or terminate the legal relationship between the User and the Service Provider
- b) Moreover, the User expresses voluntary and informed consent for the Service Provider to process its data in the form of NIP number, e-mail address, headquarters or correspondence address

Final provisions

57. These Terms of Service are valid from 25.05.2018.
58. The Terms of Service and Price List are made publicly available by TECHNICENTER by their publication on the eanaliza.pl website in the form that allows to download, store and print them. In case of making the Agreement in electronic form during the Registration, the User is obliged to read and accept the Terms of Service and the Price List.
59. TECHNICENTER has the right to change the regulation included in these Terms of Service. TECHNICENTER will notify the Users about the change by means of written or electronic notifications sent to the Email Address and by the publication of the information on the website mentioned in p. 2. The changes are effective from the day stated in the notification. The User can, within 14 days after the date of notification receipt, make a statement about the termination of the Agreement, due to refusal of the changes, effective from the end of the calendar month. During that period, the relations between the User and TECHNICENTER are governed by the regulations included in the previous version of the Terms of Service.
60. TECHNICENTER has the right to change the Price List. TECHNICENTER will notify the Users about the change by means of written or electronic notifications sent to the Email Address and by the publication of the information on the website mentioned in p. 2. The changes are effective with respect to new Agreements or the Agreements extended for further periods after the date of change. The Fees paid before the change of the Price List remain unchanged until the end of the period for which they were paid.
61. In case of any discrepancies between the regulations included in the Terms of Service or the Price List and the Agreement, the Agreement takes precedence.
62. Litigations with Consumers are under the jurisdiction of ordinary courts located respectively in accordance with the relevant provisions of the law. Litigations with Entrepreneurs are under the jurisdiction of ordinary courts located respectively for TECHNICENTER.