TERMS AND CONDITIONS OF SUBSCRIPTION ACCESS TO ROBOTIC APPLICATIONS AVAILABLE THROUGH MY.AUTOMADE SERVICE

Clause 1. Definitions

Clause 1. Definiti	Clause 1. Definitions	
my.AUTOMADE	An online service provided by the Service Provider at my.automade.com	
service	that enables the Customer to place an order to use and pay for the Service,	
(Service)	and download and authorise the Robotic Application.	
Robotic	A Robotic Process Automation (RPA) application, including DESKTOP	
Application	Robot and STUDIO Robot, made available as part of the Service, installed	
	by the Customer in the Customer's IT environment.	
DESKTOP	A Robotic Process Automation (RPA) application that imitates user actions	
Robot	in IT systems. It enables the implementation of previously prepared	
	algorithms (Macros) that carry out tasks/operations within existing IT	
	systems, and the automation of repetitive tasks and business processes.	
	The software performs actions on the basis of a defined algorithm	
	(Macro). This application is intended for personal computers. The Macro	
	is initiated manually by the User.	
STUDIO Robot	An IT application used to create and edit the Macros, either by recording	
	or manually configuring them. A STUDIO Robot-based Macro can be made	
	available to DESKTOP Robot applications or manually initiated in the	
	STUDIO Robot.	
User	A natural person authorised by the Customer that is the Customer's	
	employee (including a person cooperating under a civil-law contract),	
	partner or member of the Customer's governing body allowed to use the	
	Robotic Applications.	
Customer	An entity to whom the Service Provider provides the Service.	
Account	An account created by the Customer in the Service.	
Macro	A detailed definition of automation in the form of an algorithm,	
	instructions by which the Robotic Application conducts a sequence of	
	tasks/operations/events/actions. The algorithm can be made, edited (by	
	recording or manual configuration) and saved in the STUDIO Robot	
	application. Macros may be implemented by Robot DESKTOP/STUDIO	
	robotic applications.	
	robotic applications.	
Service		
Service	The service that grants the Customer, via the my.AUTOMADE Service,	
Service	The service that grants the Customer, via the my.AUTOMADE Service, access to Robotic Applications according to the Subscription Plan selected	
Service	The service that grants the Customer, via the my.AUTOMADE Service,	

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Agreement	The Service Provision Agreement concluded by the Customer under these
	Terms and Conditions.
Subscription	A plan selected by the Customer in accordance with its requirements that
Plan (Plan)	specifies the scope and parameters of the Service, the cycle (billing
	period) and the Service fee.
Service	Extreme Robotics Lab Sp. z o.o. with its registered office in Bydgoszcz (85-
Provider	045), ul. Krakowska 4/3, entered into the Register of Entrepreneurs of the
	National Court Register under the National Court Register: 0000833442,
	Tax No: 9671434894, REGON No: 385884207, acting as "AUTOMADE".
Support	A set of support services that may optionally be provided to the Customer
	in accordance with the Subscription Plan or a separate order. Support
	services enable the Customer to contact (consult with) the customer
	service with regard to the installation and operation of Robotic
	Applications, creation of Macros and use of functions of Robotic
	Applications, excluding implementation services, i.e. design services and
	execution of Macros (automation).
Licence	A licence granted to the Customer in accordance with the selected
	Subscription Plan under the terms and conditions as set forth in Appendix
	1 hereto.
Trial Licence	A trial licence granted to the Customer under the terms and conditions as
	set forth in Appendix 2 hereto.
Terms and	These Terms and Conditions.
Conditions	
Conultions	

Clause 2. General Provisions

- 1. The Terms and Conditions provide for the terms and conditions for the provision of the Service and the Customers' rights and obligations.
- 2. The Service Provider shall make the Terms and Conditions available to the Customer free of charge and, upon the Customer's request, in a manner that allows the acquisition, reproduction and recording of the Terms and Conditions by means of the Customer's information and communication technology system.
- 3. The Customer shall comply with the Terms and Conditions.
- 4. By using the Service, the Customer acknowledges that it is an entrepreneur that uses the Service for its business purposes in a professional manner. These Terms and Conditions shall not apply to the provision of the Service to consumers within the meaning of Article 22¹ of the Civil Code (Journal of Laws of 2020, item 1740, as amended) and to natural persons who conclude agreements directly related to their business, if according to these agreements this business is not of a professional nature for them, in particular resulting from the subject of their business, made available under the provisions of the Central Registration and Information on Business Activity (entrepreneur with consumer rights). These Terms and Conditions shall not apply to relations with consumers and entrepreneurs with consumer rights.

- 5. The information available at the Service website or the Service Provider's websites shall not be an offer but an invitation to conclude an agreement under Article 71 of the Civil Code.
- 6. The Service Provider shall exclude Articles 66¹ and 68² of the Civil Code.

Clause 3. Intellectual Property Rights

- 1. All copyrights in the Robotic Applications and all content posted by the Service Provider in the Service, including any rights to the name, logo and trademark "AUTOMADE" shall be owned by the Service Provider.
- 2. By making the Robotic Applications available to the Customer, the Service Provider shall not transfer to the Customer any intellectual property rights in these Applications or other software.
- 3. The Service shall be made available to the Customer in the SaaS model (Software as a Service) with the proviso that the Robotic Applications require self-installation in the Customer's IT environment.
- 4. The Service Provider shall not authorise the Customer to reproduce the computer program in violation of the Licence granted. The Customer may only use the Robotic Applications to the extent of the Licence granted in accordance with the Subscription Plan.

Clause 4. Types and Scope of the Service

- 1. The Service shall grant the Customer access to the Robotic Applications according to the Subscription Plan selected by the Customer, which enables the use of Robotic Applications according to the Licence.
- 2. The Service Provider may provide the Customer with additional services ordered by the Customer via the Service (e.g. Support) as part of the products available in the my.automade.com panel or on the basis of separate orders to the extent agreed upon by the Parties.
- 3. The current scope of each Subscription Plan, Price List and functionalities of Robotic Applications are available at: <u>automade.com</u>.

Clause 5. Terms and Conditions of Service Provision

- 1. The Service may be used provided that the information and communication technology (IT environment) used by the Customer/User complies with the minimum technical requirements set forth in this clause.
- 2. For the proper provision of the Service, the Customer/User shall provide an Internet connection with a minimum bandwidth of 6 Mb/s, and the IT environment shall be compatible with the Robotic Applications.
- 3. In order to use the Robotic Applications, it shall be required to install applications made available on the Customer's /User's computers as part of the Service.
- 4. The minimum technical requirements for using the Service, including creating the Account and ordering the Service in accordance with the chosen Subscription Plan shall be as follows:

1) 8 GB RAM,

- 2) 2-core i5 processor (production date after 2015),
- 3) Windows 10 (64 bit) operating system,
- 4) Chrome web browser, version 91.

- 5. The minimum technical requirements for the use of Robotic Applications shall be as follows:
 - 1) 8 GB RAM,
 - 2) 0.5 GB of free disk space,
 - 3) 2-core i5 processor (production date after 2015),
 - 4) Windows 10 (64 bit) operating system,
 - 5) fixed Internet access in accordance with the parameters as set forth in section 2.
- 6. As part of the Account created, the Customer shall, by means of the Service panel, grant rights to use specific Robotic Applications to specific Users in accordance with the Subscription Plan. The User may only be a natural person employed by the Customer (including a person cooperating under a civil-law contract), a partner of the Customer or a member of the Customer's governing body.
- 7. The Service Provider shall have the right to maintain the Service or the Robotic Applications that may cause difficulties or prevent the Customers from using the Service, including restricting access to the Robotic Applications installed in the Customer's IT environment. The Service Provider shall endeavour to notify the Customer of maintenance dates and its expected duration.
- 8. In special cases affecting the security or stability of the Service or Robotic Applications, the Service Provider shall have the right to temporarily cease or limit the provision of the Service, without prior notice and to carry out maintenance works to restore security and stability.
- 9. The Customer shall be solely responsible for protecting the user identifier and password used to access the Service and Robotic Applications. The Customer shall not disclose the password to any third party. The Service Provider informs that it shall make every endeavour to ensure that the use of the Service is as safe as possible. Nevertheless, the Service Provider informs that a particular risk connected with the use of the Service, Robotic Applications and any other services or software, is the potential risk of obtaining unauthorised access by third parties, which may cause unforeseen changes in its operation.
- 10. The Customer agrees that the Service Provider may collect data on the activity of Robotic Applications, including downtime, Macros run, logins to the Service and other data to improve the services provided by the Service Provider.
- 11. The Customer shall in particular:
 - 1) not provide or transmit content forbidden by applicable law, contrary to the principles of good mores or infringes the principles of social coexistence or contains vulgar language;
 - 2) use the Service and Robotic Applications in a manner that does not interfere with their operation and integrity, and in a manner that is not burdensome to the Service Provider and other Customers;
 - 3) use the Robotic Applications only for purposes consistent with applicable laws, principles of good mores and principles of social intercourse.

Clause 6. Conclusion of the Service Provision Agreement

- 1. In order to commence the provision of the Service the Customer shall register by creating the Account in the Service in the following way:
 - 1) provide personal data;
 - 2) verify through an email address;

- 3) select the Subscription Plan/Subscription Plan in the trial period;
- 4) pay for the selected Subscription Plan in a successful manner (not applicable to the Service during the trial period).
- 2. Following registration (creating the Account), the Customer shall be granted access to the Service under the Trial Licence in accordance with the terms and conditions as set forth in Appendix 2 hereto (Service during the trial period). The Customer shall be notified of the end time of the Trial Licence by messages displayed in the Service.
- 3. During a period of six (6) months, the Customer may use the Service during the trial period only once, unless the Service Provider decides otherwise.
- 4. At any time during the trial period and thereafter, the Customer may pay for the selected Subscription Plan to use the Service in accordance with the Licence constituting Appendix 1 hereto.
- 5. During the trial period the Service Provision Agreement shall be concluded upon creating the Account in the Service for a maximum period of thirty (30) days.
- 6. The Service Provision Agreement shall be concluded when the first payment (payment for the first billing period) is effectively made.
- 7. The Service Provision Agreement shall be concluded for an indefinite period and shall be automatically renewed according to the selected billing cycle (billing period indicated in the Subscription Plan):
 - 1) 12-month cycle (payment in advance for a period of twelve (12) billing months);
 - 2) monthly cycle (payment in advance for one (1) billing month).
- 8. When calculating the billing period, the time of concluding the Agreement, calculated according to Coordinated Universal Time (UTC), shall also be taken into account.
- 9. The Customer may terminate the Agreement with effect to the end of the current billing period. If the Agreement is terminated prior to the expiry of the current billing period, no fee for the next billing period shall be charged. Notwithstanding the foregoing, at any time the Customer may also request the deletion of the Customer's account and cease using the Service.
- 10. The termination of the Agreement, the Customer's request to delete its account or discontinuation of the Service shall not entitle the Customer to claim any refund of payment in any part until the expiry of the notice period.
- 11. The Service Provision Agreement / Agreement on Provision of Service in the Trial Period shall be concluded in Polish or English at the Customer's discretion.

Clause 7. Payments

- 1. During the trial period the Service shall be provided free of charge.
- 2. The Service shall be charged according to the Subscription Plan selected by the Customer. Details on fees for individual Subscription Plans and other fees and charges shall be included in the Price List.
- 3. In the event of a delay in payment, the Service Provider shall have the right to block the Customer's access to the Robotic Applications. The Customer shall be notified of any payment problems and, if these problems are rectified, access to the functionalities of the Service shall be restored.
- 4. The Customer shall authorise the Service Provider to issue and send electronic invoices to the Customer's email address as indicated by the Customer in the Service, without the issuer's signature, as a non-editable PDF file.

5. Payments may be made via the Stripe payment platform - available possible payment methods are as follows: payment by Visa, Mastercard, American Express, Discover and Diners, China UnionPay, JCB, Cartes Bancaires or Interac debit or credit cards (payment service terms and conditions are available at: https://stripe.com/payment-terms/legal). During the payment process, the payment service provider may require the Customer to accept the terms and conditions, provide additional data or give relevant consents.

Clause 8. Liability

- 1. The Service Provider shall not be liable to the Customer for:
 - 1) any acts or omissions caused by force majeure;
 - 2) damage caused by third parties who do not act for and on behalf of the Service Provider;
 - 3) interruptions in the operation of the Service or the Robotic Applications due to maintenance or technical works;
 - 4) non-operation of the Robotic Applications due to collision with other software on the Customer's devices;
 - 5) failure by the Customer to provide data and information necessary for the provision of the Service;
 - 6) erroneous operation of the Service caused by internal errors in the Customer's environment or by incorrect configuration;
 - 7) erroneous or unauthorised actions by the Customer;
 - 8) damage caused by malicious software (viruses, worms, spam, etc.), unless they are the result of the Service Provider's negligence, resulting from the obligations indicated in the Terms and Conditions, resulting from the Service Provider's willful misconduct;
 - 9) the Customer's level of firewall and the level of impact of the firewall setting on the Services;
 - 10) malfunction of the Service due to delays in the network used by the Customer to access the Service;
 - 11) malfunction of the Service due to performance problems in the Customer's environment;
 - 12) damage caused by the executed Macro algorithms regardless of the origin (source or developer of the specific algorithm);
 - 13) damage caused by the Robotic Applications installed by the Customer in its environment;
 - 14) other circumstances or events beyond the Service Provider's control;
 - 15) any damage, including costs arising from the use of the installed Robotic Applications, the unavailability of the Service or the non-functioning of the Robotic Applications;
 - 16) access to or use of the Service by unauthorised persons, unless such access or use is due to a breach of security obligations by the Service Provider;
 - 17) data entered by the Customer and processed by the Robotic Applications.
- 2. The Customer shall provide technical conditions for the proper operation of Robotic Applications (including Macros run by the Robotic Applications) and the Service Provider shall not be entitled, nor obliged, to interfere (act) in any way with the Customer's environment, including the Robotic Applications installed in the Customer's

environment, unless the Customer orders separately paid additional implementation services.

- 3. The Service Provider may at any time repair, remove, replace and upgrade the infrastructure on the basis of which the Service is made available, if it considers this necessary to maintain or improve the level of the Services provided. In particular, the Service Provider shall have the right to temporarily suspend the Service. Such actions carried out by the Service Provider shall not give rise to any claims.
- 4. The Service Provider's liability may only include actual damage, excluding lost profits. The Service Provider's liability shall not include damage caused by unintentional fault. Furthermore, the Service Provider's overall liability to the Customer shall be limited in amount to the average net price of the Subscription Plans selected and paid for by the Customer for the last twelve (12) billing months preceding the billing month in which the damage event occurred.
- 5. The above limitations shall not apply to cases in which the limitation of liability is impossible due to mandatory legal provisions, including damage caused by the Service Provider through intentional fault.

Clause 9. Personal Data

- 1. The controller of the personal data entered by the Customer in connection with the conclusion of the Agreement shall be the Service Provider.
- 2. The Controller's information clause shall constitute Appendix 3 hereto.
- 3. The Automade Group companies' privacy policy is available at <u>https://automade.com/pl/polityka-prywatnosci/</u>).
- 4. The Service Provider shall not have access to any personal data entered by the Customer in the Robotic Application with the exception of the User's data and the Customer's data.
- 5. The Customer shall provide its representatives, including the Users whose personal data will be disclosed to the Service Provider as the controller in connection with the performance of the Service, with the information indicated in Article 14 of the GDPR, contained in Appendix 3 hereto.

Clause 10. Complaint Procedure

- 1. The Customer may lodge a complaint concerning the performance of the Service.
- 2. Complaints may be submitted by email to the following email address: complaint@automade.com
- 3. In the complaint the Customer shall describe irregularities related to the provision of the Service.
- 4. The Service Provider shall consider the complaint within one (1) month from its receipt and shall notify the Customer by email of the manner of its consideration.
- 5. If any data or information provided in the complaint needs to be supplemented, the Service Provider shall request the Customer to supplement the complaint before processing it. The period required by the Customer to provide additional explanations shall extend the period for processing the complaint.

Clause 11. Amendments to Terms and Conditions and Price List

1. The Service Provider reserves the right to amend the Terms and Conditions at any time, binding upon the Customer during the term of the Agreement.

- 2. The Terms and Conditions may be amended, in particular, in the event of technological or organisational changes to the operation of the Service or changes to the technical, organisational or legal conditions for the provision of the Service.
- 3. The Service Provider shall notify the Customer of the amendments to the Terms and Conditions by making the new Terms and Conditions available at the Service website. The Service Provider may also send the amended Terms and Conditions to the Customer's email address.
- 4. Any amendments to the Terms and Conditions shall come into force after seven (7) days from the publication of the new Terms and Conditions on the Service website. If the Customer does not accept the amendment to the Terms and Conditions, the Customer may, without any negative consequences, respectively terminate the Agreement or request the deletion of the Account and cease using the Service, subject to Clause 6(10).
- 5. The Service Provider reserves the right to amend the Price List. In this case, the new Price List for the relevant Subscription Plan shall apply to the Customers to whom the Service is provided from the start of their next billing period, following the billing period in which the amendment to the Price List was notified.

Clause 12. Final Provisions

- 1. Any matters not regulated herein shall be governed by applicable laws.
- 2. Any disputes arising under the Terms and Conditions shall be resolved by a relevant court with jurisdiction over the Service Provider's registered office. Any disputes shall be resolved under Polish law.
- 3. All advertising materials relating to the Service shall be for information purposes only.
- 4. All appendices hereto shall constitute an integral part of the Terms and Conditions.
- 5. The Terms and Conditions shall become effective on 6 September 2021.

Appendix 1 - Terms and Conditions of Licence

- 1. This article provides for the terms and conditions under which the Customer may use the Robotic Applications and the documentation for those Applications ("**Terms and Conditions of the Licence**").
- 2. None of the provisions of the Terms and Conditions of the Licence shall be construed as an acquisition of copyright in any Robotic Applications or their versions or any other intellectual property rights.
- 3. The Terms and Conditions of the Licence shall apply separately to each individual Robotic Application, *id est* the licence shall be granted separately for each Robotic Application made available to the Customer under the Subscription Plan, irrespective of the number of Robotic Applications the Customer is entitled to install under the relevant Subscription Plan. The "number of licences" of a particular Robotic Application specified in the Subscription Plan means the number of Robotic Applications that can be installed by the Customer, each of which is made available to the Customer under the Terms and Conditions of the Licence.
- 4. Upon conclusion of the Agreement, the Customer shall have the non-transferable right to use the Robotic Application hereunder by obtaining a non-exclusive licence for a period equal to the period for which the Service Agreement is concluded (the period of the Customer's paid subscription for the Service) ("**Licence**").
- 5. The Licence shall be granted to the following extent:
 - 1) use of the Robotic Application in terms of its functionality and features;
 - 2) display, application;
 - 3) installation and uninstallation;
 - 4) use of products created as a result of the use of the Robotic Application: data, reports, summaries and other documents created as a result of this use.
- 6. The Customer shall not:
 - 1) authorise another person nor shall it transfer to another person the rights to use the Licence (it shall not apply to the Users), grant licences and/or sub-licences, or otherwise transfer their rights and/or obligations to another entity;
 - 2) distribute the Robotic Applications and/or documentation, including publishing, selling, renting, lending for use, leasing the Robotic Applications or copies thereof;
 - 3) create software that is a derivative work of the Robotic Application, software with a substantially similar form of expression, or software that uses components of the Robotic Application and/or the functional solutions contained therein;
 - 4) permanently or temporarily multiply the Application in whole or in part by any means and in any form;
 - 5) translate, adapt, rearrange, reverse engineer or make any other changes to the Robotic Application.

The provisions of this section shall not violate any applicable laws and regulations.

7. Any attempt by the Customer to infringe or violate the Licence shall result in the termination of the Licence with immediate effect and therefore in the termination of the Agreement without compensation.

- 8. For the entire period of the Licence the Customer shall regularly backup the application and data in the production environment to which the Robotic Applications have access.
- 9. Upon the Service Provider's written request, the Customer shall immediately provide the Service Provider with a written statement confirming the fact of using the Robotic Applications in accordance with the Terms and Conditions of the Licence. The Service Provider reserves the right to carry out audits (remote audit) to confirm the scope of use of the Robotic Applications. The Service Provider shall conduct the audit at its own expense. The Service Provider shall notify the Customer of its intention to conduct the audit at least seven (7) days in advance and shall agree with the Customer on the audit date. During the audit, the Service Provider shall not be entitled to interfere with the configuration of the Robotic Application or the operating environment in which the Robotic Application is launched.
- 10. The Customer confirms that it is aware that the Robotic Application is a computer program, the correct operation of which depends not only on the correct development of the computer program itself, but also on the Customer's infrastructure and the type, version and stability of operation of other computer programs, and the possibility of their interaction with the Robotic Application shall always be checked by the Customer at the configuration stage and before its use.
- 11. In the event of any changes in the Customer's IT environment, among others, when new computer programs or new versions of computer programs already in operation are installed, the Service Provider shall not be held liable for the operation of the Robotic Applications and correct execution of Macros, nor shall it be obliged to update them automatically for this reason.
- 12. If the User Manual is provided to the Customer, the Customer shall acquire a nonexclusive, non-transferable licence to use the documentation for a definite period equal to the period of use of the Robotic Application to which the documentation relates, in the following fields of use:
 - 1) making the documentation available to the Customer's employees/coworkers for the use of the Robotic Application in accordance with its intended purpose,
 - 2) entering, displaying and storing in computers,
 - 3) the provisions of sections 1-11 and 13 shall apply, respectively.
- 13. The licence shall terminate in the event of termination of the Agreement.

Appendix 2 - Terms and Conditions of the Trial Licence

- 1. This article provides for the terms and conditions under which the Customer may use the Robotic Applications and the documentation for those Applications ("**Terms and Conditions of the Trial Licence**").
- 2. None of the provisions of the Terms and Conditions of the Trial Licence shall be construed as an acquisition of copyright in any Robotic Applications or their versions or any other intellectual property rights.
- 3. The Terms and Conditions of the Trial Licence shall apply separately to each individual Robotic Application, *id est* the licence shall be granted separately for each Robotic Application made available to the Customer under the Subscription Plan, irrespective of the number of Robotic Applications the Customer is entitled to install under the relevant Subscription Plan. The "number of licences" of a particular Robotic Application specified in the Subscription Plan means the number of Robotic Applications that can be installed by the Customer, each of which is made available to the Customer under the Terms and Conditions of the Trial Licence.
- 4. Upon creation of the Account, the Customer shall have a non-transferable limited right to use the Robotics Application under the terms and conditions as set forth herein by obtaining a non-exclusive licence for the period of thirty (30) days (unless otherwise agreed by the Service Provider) indicated in the my.AUTOMADE service panel, for the sole purpose of testing the Robotic Application and familiarising itself with the service provided by the Service Provider ("**Trial Licence**").
- 5. The provisions of sections 6-12 and 13 of the Terms and Conditions of the Licence as set forth in Appendix 1 shall apply to the Trial Licence, respectively.
- 6. The Trial Licence shall expire following thirty (30) days, unless the Service Provider decides otherwise.

Appendix 3 - Information Clause

In fulfilment of our obligations arising under 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 ("GDPR"), we hereby inform you that:

- 1. The controller of your personal data processed in connection with the offering of products and services, including the activities of our business partners, is Extreme Robotics Lab Sp. z o.o. with its registered office in Bydgoszcz (85-045), ul. Krakowska 4/3, entered into the Register of Entrepreneurs of the National Court Register under National Court Register No: 0000833442, Tax No: 9671434894, REGON No: 385884207, acting as "AUTOMADE".
- 2. The Controller may be contacted using the email address: <u>iod@automade.com</u>.
- 3. Your personal data shall be processed to:
 - a. in case of interest in AUTOMADE products or services respond to your enquiry or to prepare a dedicated offer, or to take actions prior to signing a cooperation contract;
 - b. if the contract is concluded perform the contract and provide our services;
 - c. market our products or services;
 - d. pursue our legitimate interests in the establishment, investigation or defence of claims.
- 4. Your personal data shall be processed on the basis of:
 - a. in case of traditional marketing: our legitimate interest in building a marketing network and carrying out activities to promote our products and services (Article 6(1)(f) of the GDPR);
 - b. in case of responding to your enquiries or general correspondence addressed to our contact addresses: our legitimate interest in serving potential, current or former customers (Article 6(1)(f) of the GDPR);
 - c. in case of marketing by means of remote communication (e-mail/telephone): voluntary consent to the marketing communication (Article 6(1)(a) of the GDPR);
 - d. in case of the performance of the contractual provisions and the provision of our services: necessity for the performance of the contractual provisions or the provision of the services (Article 6(1)(b) of the GDPR and Article 6(1)(f) of the GDPR) and our obligations arising under tax and accounting legislation (Article 6(1)(c) of the GDPR);
 - e. in case of the establishment, investigation or defence of claims: our legitimate interest in handling claims (Article 6(1)(f) of the GDPR).
- 5. The provision of your data is voluntary, but necessary to fulfil our processing purposes. Failure to provide personal data shall prevent us, among others, from concluding the contract and providing services. In case of the establishment of a business relationship, the provision of certain personal data may result from legal obligations arising from

applicable laws, in particular the Code of Commercial Companies and Partnerships and tax regulations.

- 6. Your personal data may be collected and transferred to the controller in connection with promotional activities conducted by our business partners. In such cases, the scope of personal data processed by us shall primarily include your contact details.
- 7. Your personal data may be provided to our business partners responsible for promoting AUTOMADE products or services, as well as to entities providing administrative, IT or legal support.
- 8. Your personal data shall be stored for the period necessary for the purposes of processing (e.g. the period necessary for the performance of the contract concluded) and under applicable laws (e.g. the period of the statute of limitations for claims or the period for keeping tax records). If separate consent has been obtained for marketing communications by means of remote communication, your personal data shall be used until this consent is withdrawn or an objection is raised and shall be deleted once we have confirmed that no other business relationship exists.
- 9. You have the right to access the content of your data, the right to rectification, erasure, restriction of processing, the right to data portability and the right to object (e.g. to our marketing activities).
- 10. If the processing of your personal data is based on consent (Article 6(1)(a) of the GDPR), consent may be withdrawn at any time. The withdrawal of your consent shall not affect the lawfulness of any processing carried out prior to its withdrawal.
- 11. In all matters related to the processing of personal data, you also have the right to lodge a complaint with the President of the Office for Personal Data Protection (address: Stawki 2, 00-193 Warsaw).