



## GENERAL TERMS & CONDITIONS FOR THE PROVISION OF SKALIUM SERVICES

### § 1. Preliminary Provisions

1. The General Terms & Conditions for the Provision of SKALIUM Services (hereinafter referred to as the "**General Terms & Conditions**") constitute the content of the framework agreement between the users of SKALIUM services (hereinafter referred to as the "**CUSTOMER**") and **Marketing Internetowy Sp. z o. o Sp. K.** with registered office in Toruń, at ul. Joachima Lelewela 33, 87-100 Toruń, entered into the Register of Entrepreneurs kept by the District Court in Toruń, 7<sup>th</sup> COMMERCIAL DIVISION OF THE NATIONAL COURT REGISTER under the number: 0000737480, NIP: 9562336431 (hereinafter referred to as "**SKALIUM**").
2. The General Terms and Conditions also constitute regulations within the meaning of Art. 8 of the Act of 18 July 2002 on the provision of electronic services to the extent that the service to the CUSTOMER is performed electronically. The General Terms and Conditions also apply to all other services included in the **SKALIUM** offer, unless specific conditions are provided for the given service, which do not contain references to these General Terms. The content of the special conditions is available in the relevant services and if the CUSTOMER uses these services, the special conditions form part of the contract between the CUSTOMER and **SKALIUM**.
3. The General Terms and Conditions do not apply to CUSTOMERS who are natural persons who use the service as part of the **SKALIUM** website for purposes not related to professional or business activity.
4. Using the **SKALIUM** services by electronic means requires the CUSTOMER to have an ICT system that meets at least the following technical requirements:
  - a. Internet access,
  - b. the possibility of using a standard web browser, whose settings, if you intend to use the encrypted site when logging in to the SKALIUM website, should enable the use of an encrypted connection,
  - c. having access to configured e-mail whose address has been reported to SKALIUM.
5. To use some Services, you must create an Account on the SKALIUM Website.
6. The User using the SKALIUM Website (including the administrative panel) is obliged to refrain from any unlawful activities, in particular from:

- a. use the SKALIUM Website directly or indirectly for purposes contrary to the law or for violating the law,
  - b. use the SKALIUM Website in a manner contrary to the General Terms and Conditions, decency or universally accepted principles of using the Internet,
  - c. use the SKALIUM Website in a way that does not violate the rights of SKALIUM, other clients or third parties, in particular by providing false or other people's data, impersonating other entities or abuse of their rights,
  - d. providing by or to data causing work disturbance, overloading IT systems or unauthorized modification of data contained on the SKALIUM Website and its parts,
  - e. when logging into the SKALIUM Website using data to which the CUSTOMER has the sole right of access.
7. The following terms used in the General Terms and Conditions have the following meanings:
- a. **Search engine** – it means an Internet search engine whose basic task is to enable finding the information sought on the Internet.
  - b. **Internet domain** – a unique internet address where the CUSTOMER's website is located.
  - c. **CUSTOMER's website** – the content and all materials placed under the CUSTOMER's Internet domain (including its subsites), indicated in the Agreement / Order Form, to which the CUSTOMER is entitled.
  - d. **Contract** – a contract for the provision of Services with any attachments, concluded between SKALIUM and the CUSTOMER, regardless of its name; the Contract also means the document named by the parties as the "Order Form", and thus, whenever the General Terms and Conditions refer to the Contract, this should also mean the Order.
  - e. **Services** – services provided to the CUSTOMER by SKALIUM as part of the SKALIUM Website as specified in § 2 of the General Terms & Conditions.
  - f. **Additional services** – services provided to the CUSTOMER agreed individually with the CUSTOMER by electronic means and approved by SKALIUM.
  - g. **SKALIUM Website/Website** – Internet platform operated by SKALIUM under which the CUSTOMER may place an Order for the provision of Services specified in § 2 of the General Terms & Conditions.
  - h. **The SKALIUM Application** – part of the SKALIUM Website under which it is possible to provide on-line Services specified in § 2 point c–d of the General Terms & Conditions (platform for campaign optimization and management of Ads accounts) to which the SKALIUM Website directs.
  - i. **SKALIUM Account / Account** – fully activated, kept for the CUSTOMER by SKALIUM, which is part of the SKALIUM Website, is an account that is a collection of resources in which the CUSTOMER's data and information about its activities on the Website are collected, enabling the provision of Services to the CUSTOMER, as specified in § 2 point c–d of the General Terms & Conditions, according to the package chosen by the CUSTOMER.
  - j. **Price list** – a list of Services offered on the SKALIUM Website along with their description and prices.
  - k. **Package** – Services selected by the CUSTOMER as part of using the Application. SKALIUM lists three Packages: Standard, Business, Executive.

## § 2. SKALIUM Services

SKALIUM provides the following Services:

- a. Online campaign audit – analysis of the Google Ads account in terms of the settings necessary for the proper functioning of the CUSTOMER's advertising account, as well as the submission of applications and proposed solutions.
- b. Optimization of the CPC online campaign – analysis and change of the CUSTOMER's Google Ads account settings to lower the CPC index

- c. Optimization of Internet campaign conversion – analysis and change of the settings of the CUSTOMER's Google Ads account to increase the conversion rate
- d. Periodic reports – consisting in collecting and processing statistical data from the CUSTOMER's advertising account for their collective presentation.
- e. Internet campaign – consisting in launching and operating a cyclical advertising campaign based on sponsored links in Internet media (channels) selected by the CUSTOMER;
- f. Additional services – consisting in access to SKALIUM educational materials under which SKALIUM provides content on a variety of subjects related to services rendered, including promotional and advertising content in accordance with § 6 point 5 of the General Terms & Conditions);

### **§ 3. Rules for access to SKALIUM Services**

1. The CUSTOMER orders the Service and specifies its parameters in the electronic form provided to him or submitted in written or documentary form, or after registering an Account on the Website ("Service Order"). SKALIUM confirms the acceptance of the Service for execution by signing the form in writing, or document form, or by electronic confirmation of the Service ordered and by enabling the CUSTOMER to make payment ("Order Confirmation"). The contract between the CUSTOMER and SKALIUM is concluded as a result of:
  - a. signing or concluding in a document form a Contract for the provision of a specific Service;
  - b. displaying the Order Confirmation to the CUSTOMER in the process of purchasing the Online Service and making by the CUSTOMER the indicated payment. If the CUSTOMER does not receive confirmation of the Order, it means that the Contract has not been concluded.
  - c. setting up an Account on the Website in the process of purchasing the online Service, selecting a specific Package by the CUSTOMER, making the indicated payment by the CUSTOMER (including payment of the Campaign budget – if specified) and receiving confirmation of placing the Order by the CUSTOMER. If the CUSTOMER does not receive confirmation of the Order, it means that the Contract has not been concluded.
2. As part of the SKALIUM Application, the CUSTOMER can choose a specific Package. A list of Packages is available on the SKALIUM Website.
3. As part of the Packages, the CUSTOMER selects the scope of services provided in § 2 point a–f of the General Terms & Conditions.
4. Using the services specified in § 2 point a–f as part of the Application requires correct registration by completing the registration form on the Website.
5. Registration on the Website begins by filling out the application form placed on the Website, through which the data of the registering person are provided, in particular: e-mail address and contact telephone number.
6. After sending the form, the CUSTOMER will receive an e-mail informing about the registration to the e-mail address provided in the form. SKALIUM may require providing additional data or performing the necessary registration activities.
7. As a result of properly completed registration, the Contract between SKALIUM and the CUSTOMER is concluded, the subject of which are services provided on the terms set out in these General Terms & Conditions. The CUSTOMER also receives access to the data set created for him – the Account, which he can use after providing the reported e-mail address and password (logging in).
8. To use the Application, the Customer must log in to their Google account and allow the Application to manage Google Ads campaigns. The CUSTOMER is aware that without granting access the Application will not work.
9. The SKALIUM application consists of the following modules: Home, Optimizer, Audits, Reports, Help, Contact.

10. The simultaneous use of the Application by a larger number of users than indicated in the Order Form is prohibited.
11. The SKALIUM Application can also be used as part of the test package (test version). Using the SKALIUM Application for 60 days in the BUSINESS package is free. After this time, if the CUSTOMER wants to continue using the Application, he is obliged to pay for the provision of the Service covered by the Application in full version in accordance with the Price List.
12. It is possible to extend the test package by 30 days if the CUSTOMER meets one of the following conditions:
  - a) by making the Facebook SKALIUM company profile available on the CUSTOMER's Facebook social account
  - b) By inviting a new CUSTOMER to use the SKALIUM Application, it is necessary to correctly enter by the new CUSTOMER, no later than 24 hours after registering, the e-mail address of the recommending person and connecting the Google account for a minimum amount of PLN 500.00 per month.
13. During the free period of using the Application, after using, or while using the Application, the CUSTOMER undertakes to complete a survey regarding the operation of the Application .
14. Using the Application is tantamount to the CUSTOMER's consent to share with Skalium, for marketing reasons, the statistical data (including charts) of optimized campaigns.
15. When placing an Order, the Customer declares that he has read the General Terms & Conditions and agrees to its wording, that he voluntarily begins to use the Skalium Website and its parts, and that the data contained in the Order Form is complete and true.

#### **§ 4. Rules for cooperation**

1. SKALIUM may entrust the performance of Services to third parties. For acts or omissions of persons to whom SKALIUM entrusts the performance of Services, SKALIUM is responsible as for their own acts and omissions.
2. In the event of a breach of the General Terms & Conditions, legal provisions or decency by the CUSTOMER, including conducting proceedings related to improper conduct of the CUSTOMER, SKALIUM may terminate the contract with the CUSTOMER or suspend its performance.
3. The CUSTOMER, upon the release of materials necessary for the proper performance of the Service by SKALIUM, grants SKALIUM a free license to use them for the purpose of performing the Service. The License granting is unlimited in time and territory. SKALIUM has the right to use materials to perform the Contract, through use in advertising materials, by recording and reproduction in any size, with content and image modification by digital recording technique, in permanent memory of a computer, server and other types of media, as well as by printing technique. SKALIUM has the right to distribute materials on the Internet in order to perform the Service.
4. The use of the Services does not grant the CUSTOMER any intellectual property rights to the Services nor to the available content. Any aggregation and processing of data and other information available on the SKALIUM Website and its parts is forbidden for further sharing with third parties on other websites and outside the Internet. It is also forbidden to use SKALIUM markings, including characteristic elements of graphics, without the consent of SKALIUM or another entity authorized to grant such consent. It is forbidden to: distribute, duplicate, copy, stream or otherwise make available materials without the consent of SKALIUM to any third parties and other entities.
5. If for the proper provision of a certain Service by SKALIUM it is necessary to use the software belonging to SKALIUM, SKALIUM grants the CUSTOMER a free, non-transferable and non-exclusive license to use the software provided by SKALIUM as part of the Services. This license is intended solely to enable the CUSTOMER to use the Services provided by SKALIUM in a manner permitted under these General Terms. The CUSTOMER may not copy, modify, distribute, sell or rent any part of the Services or the accompanying software, or attempt to extract its source code, unless the CUSTOMER has obtained the written consent of SKALIUM.

6. SKALIUM will start providing the Service in accordance with the moment the CUSTOMER pays the due fees, in particular the payment of the budget, as well as in all cases where the performance of the Service is dependent on necessary charges being incurred by the Customer. If the CUSTOMER sells the Website or gives it to use for a third party, that person may enter the place of the CUSTOMER and become a party to this Contract with the consent of SKALIUM granted in written or documentary form.
7. The CUSTOMER undertakes not to use the services of other companies involved in the provision of competitive services to the Services rendered to him for the duration of the Contract if the performance of such services could affect the proper performance of Services by SKALIUM. The CUSTOMER undertakes to consult with SKALIUM all intentions to carry out on his own the activities, that may affect the Services provided by SKALIUM.
8. SKALIUM has the right to stop providing Services, if their proper implementation depends on the proper fulfilment of the obligations of individual operators (in accordance with the principles and guidelines of the regulations for the provision of services by these operators) necessary to perform the Services specified in the General Terms & Conditions, without the right to compensation (e.g. Google).
9. The CUSTOMER bears all costs related to the provision of technical conditions needed to provide the Services specified in the General Terms & Conditions.
10. The Parties undertake to keep contact with each other, to immediately exchange information and to provide each other with reliable explanations in matters covered by this Contract, in case of doubt, contact should be made to persons whose data was provided by the CUSTOMER.
11. The services are performed by SKALIUM in accordance with the General Terms & Conditions, Order Confirmation, the Account established by the CUSTOMER, applicable legal provisions and due diligence taking into account the professional nature of the business.

## **§ 5. CUSTOMER's duties**

1. The CUSTOMER is obliged to:
  - a. have appropriate rights to use trade marks (trademarks, domains) and marketing materials (creations, passwords, graphic layouts), regardless of the form of their recording, which will be used by SKALIUM in connection with the provision of Services;
  - b. ensure that the CUSTOMER's activity, their products, and their offering and promotion do not violate applicable laws, decency and third party rights during the provision of the Services;
2. The CUSTOMER will provide SKALIUM with current data on the website that is necessary for the proper provision of the Services. The CUSTOMER undertakes to provide SKALIUM with access to the above-mentioned tools throughout the duration of the Contract.
3. The CUSTOMER will maintain the continuity of the Website's operation throughout the term of the Contract.

## **§ 6. Conditions for the implementation of individual Services**

1. Internet campaign audit service
  - a. SKALIUM will analyse the CUSTOMER's advertising account in terms of the settings necessary for proper operation and management.
  - b. The CUSTOMER is obliged during the audit not to make any changes to the Website, and in the event of intending to make changes that may affect the proper performance of the Service by SKALIUM, inform SKALIUM at least 1 day in advance.
2. Internet campaign service
  - a. The CUSTOMER declares that he is familiar with the advertising rules in the selected communication channel and with the standards provided by individual Search Engine

- operators (e.g. Google)
- b. The CUSTOMER declares that he is aware that the ad does not have to be displayed each time of the keyword searched. This fact is caused by technical conditions defined by Search Engine operators, it can also be caused by restrictions from the CUSTOMER's Website.
  - c. The CUSTOMER has the right to stop the campaign conducted by SKALIUM, but declares that he is aware that for this reason, SKALIUM may not be able to reach the goal in the form of clicks. The above cannot be the basis for refusing to pay SKALIUM's remuneration.
3. Internet campaign optimization service – CPC
    - a. SKALIUM will analyse the CUSTOMER's advertising account for analysis and optimization of items that may affect the CPC
    - b. The CUSTOMER is obliged for the duration of the optimization activities not to introduce changes in the settings of advertising campaigns that may affect the correct performance of the Service by SKALIUM, and if they intend to introduce them, notify SKALIUM at least 1 day in advance.
  4. Internet campaign optimization service – conversion
    - a. SKALIUM will analyse the CUSTOMER's advertising account in terms of analysis and optimization of elements that may affect the conversion rate in advertising campaigns conducted by the CUSTOMER. The CUSTOMER is obliged for the duration of the optimization activities not to introduce changes in the settings of advertising campaigns that may affect the correct performance of the Service by SKALIUM, and if they intend to introduce them, notify SKALIUM at least 1 day in advance.
  5. Recurring reports service
  6. Additional services
    - a. The service may be provided to CUSTOMERS in connection with the conclusion of the Contract for the provision of Services referred to in §2 of the General Terms & Conditions and independently of them.
  7. Services referred to in this paragraph 1, 2, 3, 4, 5 and 6 may be provided through the SKALIUM Application.

## **§ 7. Remuneration and payments**

1. The CUSTOMER has the option of choosing the payment methods made available by SKALIUM at any given time. The available payment method can be:
  - a. payment by e-transfer
  - b. on-line payment made by the Customer in electronic form using payment methods provided by a specialized payment institution with which SKALIUM has concluded a contract.
  - c. If you choose payment via payment cards with the function of online payments or bank transfers, the CUSTOMER will be redirected to a website that allows you to make electronic payments, e.g. the login site of the Customer's bank or the Card Authorization Center.
2. The CUSTOMER will be informed about the amount of the fee before it is incurred in the form of a message requiring the acceptance by the CUSTOMER or in the form of a Price List attached to the General Terms & Conditions.
3. The CUSTOMER is obliged to pay SKALIUM remuneration in the amounts and dates indicated in the Order Form, the Contract concluded in another mode. Lack of payment on time entitles SKALIUM to suspend the provision of Services to the CUSTOMER or terminate the Contract for the provision of Services immediately.
4. If nothing else results from a separate Contract of SKALIUM with the CUSTOMER, in the case of providing services to the CUSTOMER specified in § 2 point a–f as part of access to the

Application, depending on the Package selected by the CUSTOMER, the remuneration is set, as indicated below:

- a. in the case of the one-time invoicing model, the remuneration is payable in advance, on the dates indicated in the Order Form, and if the deadlines are not indicated in the Order Form, the remuneration is payable within 7 days from the date of issue of the VAT invoice by SKALIUM.
- b. in the case of the monthly invoicing model, the CLIENT is obliged to pay SKALIUM remuneration in the amount indicated in the Order Form throughout the subscription period. The remuneration is paid monthly. The first invoice will be issued after placing the Order, but not earlier than in the month preceding the start date of the subscription indicated in the Order Form.
- c. in the case of the quarterly invoicing model, the CLIENT is obliged to pay SKALIUM remuneration in the amount indicated in the Order Form throughout the subscription period. The salary is payable in advance, quarterly. The first invoice will be issued after placing the Order, but not earlier than in the month preceding the start date of the subscription indicated in the Order Form.
- d. in the case of the 6-month invoicing model, the CLIENT is obliged to pay SKALIUM remuneration in the amount indicated in the Order Form throughout the subscription period. The remuneration is payable in advance. The first invoice will be issued after placing the Order, but not earlier than in the month preceding the start date of the subscription indicated in the Order Form.
- e. in the case of the 12-months invoicing model, the CLIENT is obliged to pay SKALIUM remuneration in the amount indicated in the Order Form throughout the subscription period. The remuneration is payable in advance. The first invoice will be issued after placing the Order, but not earlier than in the month preceding the start date of the subscription indicated in the Order Form.

Payments for subscription services are not refundable.

5. SKALIUM will issue and provide the CUSTOMER a VAT invoice for the fees due. VAT invoices will be delivered to the CUSTOMER by e-mail to the e-mail address provided or available in the administrative panel on the SKALIUM.COM website to which the CUSTOMER will receive access. Invoices should be paid at the latest within 7 days of sending them to the e-mail address provided or from the day they are made available in the administrative panel referred to above, unless otherwise stated in separate CUSTOMER's arrangements with SKALIUM indicated in the Contract.

## **§ 8. Duration of the Contract and its termination**

1. The contract is concluded for the time indicated by the Customer in the Order Form. If nothing else results from separate arrangements of SKALIUM with the CUSTOMER, if the Contract is concluded for a definite period, the last day of the Contract is the last day of the calendar month in which the duration of the Contract expires.
2. If the Contract has been concluded for a definite period of time, and no later than 30 (thirty) days before the expiry of the duration of the Contract, neither Party declares anything else in writing or in electronic form, the Contract is automatically transformed into a Contract concluded for an indefinite period with the possibility of its termination by each Party with one (1) month notice with effect at the end of the calendar month.
3. In the case of Services specified in § 2 point a–f, provided via the Application, SKALIUM grants the CUSTOMER a non-exclusive, non-transferable and binding, in the territory of the whole world for the period specified in the Order, license to use services provided under the selected Package. The license is granted for the time indicated in the Package.
4. If nothing else results from separate arrangements of SKALIUM with the CUSTOMER, if the contract has been concluded for an indefinite period, each Party may terminate it with 1 (one)

month notice with effect at the end of the calendar month.

5. SKALIUM reserves the right to terminate the Contract (regardless of the period it was concluded) immediately, in the case of:
  - a. breach by the CUSTOMER of the provisions of § 5 or § 4 points 6, 8, 9 of the General Terms & Conditions,
  - b. lack of proper CUSTOMER's cooperation, preventing or seriously hindering SKALIUM from properly implementing the subject of the contract,
  - c. arrears in payments to SKALIUM for at least one settlement period,
  - d. breach by the CUSTOMER of the rules of using the SKALIUM Website including the SKALIUM Application, set out in these General Terms & Conditions.
6. If the Contract is terminated due to the CUSTOMER's fault or if the CUSTOMER terminates the Contract, withdraws from it or otherwise terminates it contrary to the provisions of the Contract (including before the expiry of the period for which the Contract was concluded), the CUSTOMER will be obliged to pay SKALIUM remuneration for preparation of the project to provide the Service in accordance with the selected Service. The above also applies, if the Contract is concluded for an indefinite period.
7. Upon the termination of the Contract, SKALIUM shall cease its activities specified in the Contract.

### **§ 9. Communication of the Parties**

1. The Parties declare that they may submit all statements and correspondence to the correspondence addresses or by e-mail.
2. Correspondence sent to the above addresses will be deemed effectively delivered upon the first notification, unless one Party notifies the other Party in writing or by e-mail about a change of their registered seat within 7 days of this change.
3. The Parties declare that their arrangements concluded by electronic communication, unless they intend to amend the content of this Contract, are binding if the Contract or the Act does not require a written form under pain of nullity. Statements addressed in this way are considered to have been delivered at the time when they have been read by the addressee, provided that the reading was possible before 4.00 p.m. on a business day. Otherwise, such a statement will be considered served at 8.00 a.m. on the next business day. A business day is considered to be all days except Saturdays, Sundays and public holidays.
4. The Parties agree to mutual use of their logos by placing them in promotional materials and websites informing about the cooperation undertaken.
5. The Parties are obliged to keep confidential all circumstances and information about which they learned in connection with the performance of the Contract, in particular those whose disclosure could expose the other Party to harm. The CUSTOMER also declares that he will keep secret the SKALIUM methodology used to perform the services covered by the Contract and that he is aware of the fact that this methodology is a work within the meaning of the Copyright and Related Rights Act, to which all property rights are vested to SKALIUM and are subject to legal protection.

### **§ 10. Parties' responsibility**

1. The CUSTOMER bears sole responsibility for the improper performance of his contractual obligations, including failure to cooperate in performing the Contract with SKALIUM.
2. The CUSTOMER bears full responsibility towards SKALIUM as well as external suppliers through which the Services for violation of § 5 point 1 of the General Terms & Conditions are provided, and in the event of any third party claims will fully compensate SKALIUM for any damage resulting from the above.



3. The CUSTOMER bears full responsibility towards SKALIUM as well as to external suppliers through which Services are provided, for physical and legal defects of marketing and advertising materials provided, which are the basis for the proper performance of Services by SKALIUM and in the event of any third party claims will fully compensate SKALIUM for any damage resulting from the above.
4. The CUSTOMER bears sole responsibility for the improper performance of his contractual obligations, including failure to cooperate in performing the Contract with SKALIUM.
5. SKALIUM is liable for non-performance or improper performance of the Services subject to the fee, on the terms set out by law and these General Terms & Conditions, excluding liability for any benefits lost by the CUSTOMER. SKALIUM's liability is limited to the amount of the fee paid by the CUSTOMER for the Service.
6. SKALIUM is not responsible for changes in the algorithm, guidelines and regulations of internet channels under which the Services are performed. SKALIUM is not responsible for actions performed for the CUSTOMER, in accordance with the CUSTOMER's order (Service Order) or in accordance with the specificity of the Service, including sanctions imposed on the CUSTOMER by Internet channel operators.
7. Neither Party will be responsible for delays in execution of the Contract or interruption of performance as a result of such an event Services arising as a result of an external event, impossible to foresee and impossible to prevent, in particular as a result of: accident, fire, flooding, flood, strike, state of war , a state of emergency, an act of universally binding law, a court decision, an administrative decision. If as a result of such an event it is not possible for SKALIUM to continue providing the Service, SKALIUM shall return the unused part of the fee in proportion to the unused period.
8. SKALIUM has the right to make breaks in access to Services to carry out modernization works of the Website and the Application, breaks necessary for expansion, removal of possible failures, and other random events. SKALIUM retains the right to remuneration.
9. SKALIUM undertakes to make every effort to ensure that breaks in the functioning of the Website, including the Application, are carried out in the least burdensome time for the CUSTOMER. SKALIUM will inform the CUSTOMER about the planned breaks 24 hours in advance, via e-mail.
10. SKALIUM shall not be liable for damages resulting from interruptions in the operation of internet connections, technical breaks referred to in points 5 and 6, and other services independent of them, which may affect the provision of Services.
11. The CUSTOMER declares that he is aware that the activities carried out as part of the Services provided by SKALIUM do not guarantee him the achievement of specific economic benefits, and SKALIUM is not responsible for such circumstances.

## **§ 11. Personal data**

In accordance with art. 13 section 1 and item 2 of the General Regulation on the Protection of Personal Data of 27 April 2016, the administrator of personal data of the CUSTOMERS is Marketing Internetowy Sp. z o.o. Sp. k. with registered office in Toruń, at ul. Joachima Lelewela 33, 87-100 Toruń, which can be contacted at the address indicated above or by e-mail to the following address: kontakt@skalium.com Detailed conditions for the processing of personal data are set out in the SKALIUM Privacy Policy located at: [scaleum.com/pp](http://scaleum.com/pp)

## **§ 12. Complaint procedure**

1. The Customer may file a complaint to SKALIUM, in particular if SKALIUM's actions provided for in these General Terms & Conditions are carried out in improper way or contrary to the provisions of the General Terms & Conditions.
2. The complaints may be submitted electronically via the contact form on the SKALIUM Website

in the Contact tab, in electronic form to the address [kontakt@SKALIUM.com](mailto:kontakt@SKALIUM.com) or by registered mail to SKALIUM.

3. The complaint should include: name and surname or company name, e-mail address of the CUSTOMER, description of the transaction to which the complaint relates or other circumstances justifying the complaint, as well as a specific CUSTOMER's request related to the complaint.
4. If the data or information provided in the complaint need to be supplemented, before considering the complaint, SKALIUM shall contact the CUSTOMER at the e-mail address indicated in the complaint to supplement them in the indicated scope.
5. SKALIUM recognizes the matter within 14 days from the date of receipt of a properly prepared complaint. The CUSTOMER will receive information on how to handle the complaint by electronic mail to the address provided by him in the complaint. In the event of rejection of the complaint, SKALIUM will notify the CUSTOMER thereof, giving reasons for this decision.

### **§ 13. Final Provisions**

1. In the scope not regulated by the General Terms & Conditions, the following will apply: Order Confirmation, separate Contracts concluded between the Parties and provisions of generally applicable law.
2. In the event of any ineffectiveness or invalidity of any provisions of these General Terms and Conditions, the remaining provisions shall remain in force. In this case, the place of the ineffective or invalid provision is taken by an effective and valid provision, which in legal and economic terms is closest to what the Parties intended to agree or what the Parties would agree in accordance with the terms of the contract for provision of services, if the Parties considered this matter at the time of concluding the Contract .
3. The introduction by SKALIUM of new or amended General Terms & Conditions shall not affect the content of the contractual relations arising before this change.
4. In the event of any discrepancy between these General Terms & Conditions and the provisions of the Order, the provisions of the Order shall prevail, unless otherwise expressly stated in the content of these General Terms & Conditions.
5. SKALIUM reserves the right to change the General Terms & Conditions at any time. In the event of a decision to amend the General Terms & Conditions, SKALIUM will place their standardized version on the SKALIUM website.
6. The law applicable to contracts between the CUSTOMER and SKALIUM under the conditions set out in the General Terms & Conditions is the Polish law. All disputes that arise over the application of these General Terms & Conditions will be settled by the court competent for the registered seat of SKALIUM.

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