

TERMS OF USE OF THE MY SOCIAL SELLER APPLICATION

§ 1. GENERAL PROVISIONS

These Terms govern the general terms and conditions for the use of the My Social Seller web application (the "Application") for the sale of goods and services.

The business operator providing services by means of the application is AI FORCE 1 sp. z o.o. with its headquarters in Kielce, ul. Karola Olszewskiego 6, 25-663 Kielce, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Kielce, 10th Commercial Division of the National Court Register under the number 0000640614 (hereinafter referred to as the Company or AI FORCE 1).

§ 2. DEFINITIONS

The **"Application"** or the **"Chatbot"** - an artificial intelligence function for interaction with the User.

"Terms" - this document, including any attachments and appendices thereto, setting out the terms and conditions of use of the Application.

The **"Company"** or **"AI FORCE 1"** - the owner of the My Social Seller application.

"Business Operator" - a natural person, a legal person or an organizational unit without legal personality, conducting business or professional activity in its own name.

The **"User"** - an entity that uses the Application.

"Goods" - movable property, service or right to which the Sales Agreement applies.

"Service" - an intangible activity covered by the Sales Agreement.

"Offer" - a proposal to conclude a sale of Goods or Services following the terms and conditions specified by the Seller, in particular including the price and description of the Goods or Services, using the functionalities available in the application.

"Messenger" - a computer program - Facebook's instant messenger.

"Facebook" - a portal available on the Internet at <https://www.facebook.com>.

"Interaction" - interaction between a computer and a bot.

"Website" - a document made available on the Internet.

"Hyperlink" (link) - a web-based, navigational element facilitating the movement between documents on the Internet.

"Przelewy24" - an Internet payment system brand owned by DialCom24 sp. z o.o., ul. Kanclerska 15, 60-327 Poznań NIP 781-173-38-52 REGON 634509164.

§ 3. GENERAL RULES FOR THE USE OF THE APPLICATION

1. The owner of the Application is AI FORCE 1 sp. z o.o.

2. In order to use the Application, you need Internet access, a Messenger-type application installed and a Facebook profile.

3. In order to make purchases and offer goods and services for sale via the Application, you must have an active account in the Messenger application, log in to your account and to the Application.

§4. PACKAGES

1. The user of the Application selects one of the following packages:

a) Lite Package - 29 PLN net/month - possibility of issuing offers of goods and services, handling payments through the Chatbot, access to the Trainer Panel.

b) Lite Package - 499 PLN net/month - possibility of issuing offers of goods and services, handling payments through the Chatbot, access to the Trainer Panel.

2. The user can choose a package according to their requirements.

3. The User is obliged to pay the subscription fee indicated in item 1 of this paragraph for the selected Package.

§5. TRAINER PANEL

1. The Trainer Panel is available in the Lite Package and the Pro Package.

2. The Trainer Panel allows you to train the Chatbot according to your needs and requirements, so that Customer Service runs according to the highest possible standards.

3. Thanks to the Trainer Panel the User can train the Chatbot in three phases:
 - observation of human work,
 - providing responses,
 - automatic conversation with the Customer.
4. Access to the Trainer Panel is granted to the User after registration by providing their personal data required in the registration form and after fulfilling the other conditions specified in these Terms.
5. Once the account has been activated, the User has access to it and has the option to choose any of the packages offered by the Company.
6. The user is solely responsible for the content of the data provided for registration.

§ 6. FEES

1. The services provided by the Company in the scope of issuing offers for the sale of goods and services are subject to payment. All fees and commissions shall be charged to the User.
2. The fees and commissions for the services provided by the Company as part of the My Social Seller Application are paid by the User via a VAT invoice sent by the Company.
3. Invoices are issued for services provided by the Company in accordance with the information contained in the user account settings.
4. In the event that the User decides on one of the packages, the Company undertakes to provide the User with a PROFORMA VAT invoice for the services provided within 3 business days from the date of selection of the package and receipt of the data (i.e. name and surname, company name, address, NIP). From the moment the payment is credited to the Company's account, the Company will make the VAT invoice available within 3 working days.
5. Fees for the package selected by the User are paid in advance for the next month, unless there are other arrangements between the User and the Company.
6. The day on which the payment for the selected package is credited to the Company's account will be the starting date of the package for a period of 30 days. Fees should be paid monthly, during the period of use of the selected package, within the time limit indicated on the VAT invoice.
7. The User can pay for the package through the Przelewy24 online payment system or through a traditional bank transfer.

§ 7. ENTRUSTING PERSONAL DATA PROCESSING

1. In order to enable the Company to provide its services, the User entrusts the Company with the processing of the personal data referred to in paragraph 2 to the extent and on the terms and conditions set out below. On this basis, the Company is entitled to process the User's personal data only for the purposes specified below.
2. The personal data processing agreement covers data, i.e. first and last name/company name, address, number of the entry to the National Court Register, NIP, REGON, e-mail address, telephone number.
3. Entrusting the processing of personal data concerns activities related to the provision of delivery and handling of the My Social Seller Application.
4. Rights and obligations of the Company in the scope of entrusting the processing of personal data:
 - a) The Company declares that it does not transfer data to third countries outside the EEA or to international organizations, with the exception of the use of

- information technology service providers established outside the EEA or established in the EEA but processing data outside the EEA,
- b) The Company assures that persons authorized to process personal data in connection with the implementation of the Agreement on the Processing of Personal Data and the Primary Agreement will be obliged to maintain confidentiality,
 - c) The Company shall ensure that measures are taken regarding the security of processing of personal data required under Article 32 of the GDPR, in particular the measures described in the Agreement,
 - d) if the Company has any doubts as to the legality of the instruction given to it by the User, the Company will immediately inform the User of the doubts that have been raised.
5. Rights and obligations of the User in the scope of entrusting the processing of personal data:
- a) The User declares that they are the administrator of personal data entrusted under the Agreement and that they are entitled to process them within the scope and for the purposes for which they entrust the processing to the Company,
 - b) The User undertakes to cooperate with the Company to the extent necessary for the performance of the Agreement and the Primary Agreement and to comply with the provisions of the GDPR,
 - c) In the event that the Company should report to the User any doubts as to the legality of the instruction given by the User, the User shall provide the Company with appropriate explanations.
6. Cooperation between the Company and the User in the scope of entrusting personal data:
- a) The User and the Company shall cooperate to the extent necessary to comply with the regulations of the GDPR,
 - b) The Company assists the User, through appropriate technical and organizational measures, in fulfilling their obligation to respond to the data subject's requests in the exercise of their rights as set out in Chapter III of the GDPR,
 - c) The Company assists the User in fulfilling the obligations set out in Articles 32-36 of the GDPR regarding the security of personal data,
 - d) The Company provides the User with all the information necessary to demonstrate the fulfillment of the obligations set out in the Agreement and Article 28 of the GDPR.
7. Entrusting personal data:
- a) The User generally agrees that the Company may further entrust the processing of personal data covered by the Agreement on Entrusting Personal Data Processing within the scope of specific operations to further processors ("Subprocessors"),
 - b) the list of current Subprocessors is an appendix to the Agreement on Entrusting Personal Data Processing,
 - c) sub-entrusting may not cover the entire entrustment resulting from the Agreement on Entrusting Personal Data Processing and the Primary Agreement,
 - d) The Company shall inform the User of any intended changes concerning the addition or replacement of other processing entities, thus giving the Administrator the opportunity to object to such changes.
8. Personal data security:
- a) The Company declares that the processing of the entrusted data takes place in compliance with appropriate technical and organizational measures, in particular those indicated in Article 32 of the GDPR,
 - b) Taking into account the nature, scope, context, purposes of the processing and the risk of infringement of the rights or freedoms of data subjects, the Company has implemented the necessary measures to ensure the security of the personal data processed,
 - c) The Company shall ensure that the level of security is adequate and takes into account in particular the risks associated with the processing, in particular those resulting from accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to the personal data transmitted, stored or otherwise processed,

- d) In the event of a personal data violation, the Company shall, without undue delay, notify the User that the violation has taken place,
 - e) Together with the notification, the Company provides the User with a detailed explanation of the violation and all necessary documentation of the violation in order to enable the User to comply with the obligation to report the violation to the regulatory authority,
 - f) The Company enables the User to take part in activities explaining the circumstances and scope of the violation.
9. Liability during the processing of personal data:
- a) The Company shall only be liable for damage caused by processing if it has failed to comply with the obligations imposed directly on the Company by the GDPR or if it has acted outside the User's legal instructions or in contradiction of those instructions,
 - b) The Company shall not be liable for any violation of data protection resulting from circumstances relating to the provider of the website or the application within which the Chatbot operates.
10. Rules of deletion of personal data:
- a) Upon completion of the provision of services resulting from the Terms concerning the processing of personal data, depending on the User's decision, the Company deletes or returns to them all the personal data and deletes all existing copies of such data, unless the provisions of generally applicable law require them to continue storing the personal data,
 - b) The User shall provide the decision referred to in section 10a within 14 days from the date of expiry of the Agreement,
 - c) The execution of the instruction resulting from the User's decision shall take place within 30 days from the date of its delivery to the Company.

§ 8. COOKIES

1. Cookies stored in the Users' end device are used within the scope of the Application's operations. The use of cookies should be understood as their storage and access to them by the Company.
2. Cookie files are IT data, in particular text files, which are stored on the end device of the User and are intended for the use of websites. Cookies usually contain the name of the website, which they come from, time of their storage on the end device, content (e.g. action identifiers) as well as a unique number.
3. Cookie files are used in order to:
 - a) adjust the content of the Application to the User's preferences and optimize the use of the Application. In particular, these files allow for the identification of the User's device and the appropriate display of the Application adjusted to the user's individual preferences;
 - b) the preparation of statistics and analyses concerning the use of the Application.
4. The use of cookies does not change the configuration of the end device and the software installed on the end device
5. The default settings of web browsers usually allow cookies to be stored on the end devices of website users. However, these settings can be changed by the User.
6. The user has the ability to determine the conditions for the use of cookies by means of settings of the software (web browser) installed on their end device. The change may consist in a partial or complete limitation of the possibility of storing cookies on the user's end device.
7. The Company informs that in accordance with the provisions of the Telecommunications Act, the end-user's consent to the storage of information or access to information already stored in the end-user's telecommunications end device may also be given by the user by means of settings of the software installed in the end device used by the user. Therefore, if the user does not wish to give their consent, they should change the settings of their web browser.
8. Detailed information on how to change browser settings regarding cookies and how to delete them can be found on the official website of a particular browser. In particular, the above information can be found at the following website addresses:
 - a) [Firefox browser](#);

- b) [Chrome browser](#);
- c) [Microsoft Edge browser](#);
- d) [Opera browser](#);
- e) [Safari browser](#).

9. The Company uses the tools provided by Google Inc. (e.g. Google Analytics), which is based in the USA, i.e. outside the European Economic Area. Google Inc. is an entity that has joined the EU-US Privacy Shield Program and ensures an adequate level of data protection. This tool is used to analyze website statistics.

10. The Company uses the Messenger plugin, which allows Users to contact the Company via a chat. The Messenger plugin is associated with the User's Facebook.com account.

§ 8. TERMINATION OF THE PROVISION OF SERVICES

1. The provision of services within the Application is of unlimited duration, subject to the provisions set out below.

2. Failure to pay the subscription fee for the selected package within the time limit specified in the PROFORMA VAT invoice delivered to the User under the subscription fee will result in automatic blocking of the User's access to the Trainer Panel. Making the payment of the subscription fee within 14 days from the date of blocking the User's access to the Trainer Panel will result in immediate unblocking of this access. The ineffective expiry of the 14-day period counted from the date of blocking the User's access to the Trainer Panel will result in automatic removal of access to the Trainer Panel and termination of the Agreement. The date of payment shall be the date on which the Operator's bank account is credited.

3. Payment of the subscription fee within the time limit specified in the PROFORMA VAT invoice delivered to the User will result in the commencement of a new subscription period.

4. The Agreement shall be terminated at the end of the subscription period, subject to the provisions of paragraph 2 above. If the User declares the termination of the Agreement before the end of the subscription period, they may use the Trainer's Panel and the Company's services until the end of the paid Subscription Period.

5. The User may terminate the service provision agreement without stating any reason. In order to terminate the agreement, the User should send a request by [e-mail to the address: info@mysocialseller.com](mailto:info@mysocialseller.com). Termination of the agreement shall take place upon delivery of the request.

6. The Administrator may terminate the service provided via the My Social Seller Application to the User at 7 days' notice, sent electronically, if:

- a) The User violates the rules of these Regulations,
- b) The User violates the rules of morality or the provisions of the Polish law,
- c) The User tries to interfere with the Application in an unauthorized manner,

- d) Upon completion of the provision of services resulting from the Agreement concerning the processing of personal data, depending on the Administrator's decision, the Processor deletes or returns to them all the personal data and deletes all existing copies of such data, unless the provisions of generally applicable law require them to continue storing the personal data.
 - e) The User infringes the Administrator's intellectual property rights,
 - f) The User attempts to breach the security of data collected by the Administrator.
7. The Administrator may terminate the provision of the service via the My Social Seller Application to the User at 14 days' notice, sent electronically, if:
- a) The Administrator plans to limit the scope of services provided or terminate the provision of services,
 - b) there are legal or factual circumstances which will make it impossible for the Administrator to provide the service.

§ 9. COMPLAINTS AND REPORTS

1. Any complaints related to the erroneous operation of the Application should be reported to the e-mail address info@mysocialseller.com by filling in the form available at www.mysocialseller.com .
2. Any submissions and objections of the User as to the operation of the Application should be reported to the e-mail address: info@mysocialseller.com by filling in the form available at www.mysocialseller.com .
3. The complaint should include the User's contact details (i.e. name, surname, mailing address, telephone number or e-mail address), as well as a detailed description and reason for the complaint/report.
4. The Company reserves the right not to accept a complaint if it is unfounded.
5. The Company has 14 days to consider a complaint/report from the date of receipt of the form/email.
6. The Company reserves the right to interrupt the provision of the service or some of its functions.

§ 10. OTHER OBLIGATIONS OF THE USERS

1. Any actions taken by the User within the scope of using the Application should be in observance of good manners and binding legal regulations, including those concerning consumer rights protection.
2. The Users should archive information about agreements concluded within the Application on their own.

§ 11. LEGAL PROTECTION

1. All materials, including graphics, Application layout, trademarks and other information available in the Application are subject to the rights of the Company or the Users. The aforementioned elements are the subject of economic copyrights, industrial property rights, including rights from registration of trademarks and rights to databases, and as such they benefit from statutory legal protection.
2. The use of materials available within the application in any scope requires the consent of the Company each time and may not violate the provisions of the Terms and generally applicable regulations.

§ 12. OTHER PROVISIONS

1. The Company declares that it will take special care to ensure a high level of security regarding the use of the Application. Any events affecting the security of information transmission, including those related to suspicion of sharing files containing viruses and other similar files, should be reported to the Company at the following e-mail address info@mysocialseller.com
2. The Company informs and the User agrees that any notifications, information or other messages from the Company related to the provision of the Services shall be sent by e-mail to the User's e-mail address indicated in the registration form.
3. The Company reserves the right to transfer some or all of the rights and obligations resulting from the Terms to a third party or to conclude subcontracting agreements with respect to them, to which the User has consented by being bound by the Terms. The User may not assign or waive the rights and obligations under these Terms without the Company's written consent.
4. Users of the Website may gain free access to the Terms at any time via a link placed on the home page www.mysocialseller.com or by contacting us at the following address info@mysocialseller.com.

§ 13. CHANGES IN THE TERMS

1. The Company is entitled to change the Terms and the change becomes effective on the date indicated by the Company. The date of the change may not be shorter than 30 days from the moment of making the changed Terms available in the Application, provided that Transactions commenced before the changes come into force are conducted on the same terms as hitherto.
2. At the first login to the Application, from the entry into force of the changes, the User will be notified about the changes and the possibility of their acceptance. The automatic renewal of the Offer commissioned by the User, even if it takes place without logging in to the Application, will also be an acceptance of the changes. If the User does not accept the changes, in order to terminate the agreement, they should immediately notify the Company thereof, using the [_contact form at www.mysocialseller.com](http://www.mysocialseller.com) or by e-mail, sending an e-mail to the address: info@mysocialseller.com.

§ 14. DISPUTES AND APPLICABLE LAW

1. The law applicable to the agreement between the User and the Company concerning the services provided by the Company within the Application under the conditions specified in these Terms shall be Polish law. Any disputes relating to the services provided by the Company under the Application shall be resolved by the competent Polish common courts.