

TERMS AND CONDITIONS

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§ 1.

General

1. These Terms and Conditions (hereinafter: "**Terms and Conditions**" or „**Regulations**“) set out the terms and conditions of use of the application "Pistacy.io" (hereinafter: "**Application**") and services provided by the Service Provider.
2. The application is used to generate Software Architecture and is intended for both businesses and consumers.
3. The Terms and Conditions are the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on the provision of electronic services (hereinafter: "**the Act on the provision of electronic services**").
4. The service provider is Adam Banaszkiewicz, operating under the name Codevia Adam Banaszkiewicz (address of the fixed place of business: Łódzka 133a, 62-800 Kalisz, Poland), entered into the Central Register of Information on Economic Activity kept by the minister in charge of economy, with NIP: 618-212-85-41, REGON number: 384176862 (hereinafter: "**Service Provider**").
5. Contact with the Service Provider is possible via:
 - 1) e-mail – at: pistacyio@gmail.com;
 - 2) traditional post – at the following address: Adam Banaszkiewicz, Łódzka 133a, 62-800 Kalisz, Poland;
 - 3) phone number – at: +48 728 860 026.
6. In accordance with the provisions of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act) (hereinafter: "**DSA**"), the Service Provider has designated a contact point for direct communication with the authorities of the EU Member States, the European Commission, the Digital Services Council and the Users of the Application on matters covered by the DSA. The contact point is available at: pistacyio@gmail.com.
7. The information available in the Application about the services provided by the Service Provider, in particular their descriptions, technical and performance parameters and prices, constitute an invitation to conclude an agreement within the meaning of Article 71 of the Act of 23 April 1964 Civil Code (hereinafter: "**Civil Code**").
8. Before using the Application, the User is obliged to read the Terms and Conditions and the Privacy Policy.

§ 2.

Definitions

Capitalized words used in the Terms and Conditions have the following meanings:

- 1) **Price List** – a document or information specifying the current price of the Service, the Subscription Period, the variant of its operation and other conditions indicated therein;
- 2) **Civil Code** – the term defined in § 1 section 6 of the Regulations;
- 3) **Consumer** – a natural person concluding a legal transaction with the Service Provider that is not directly related to their business or professional activity;
- 4) **Account** – a panel created in the Application's IT system, enabling the User to use its functionalities;

- 5) **Non-compliance** – it shall be understood as non-compliance of the Application Use Service with the Agreement for the provision of the Service of the Use of the Application (the criteria for assessing the compliance of the Service with the Agreement for its provision are specified in Article 43k(1)-(2) of the Consumer Rights Act);
- 6) **Trial Period** - a period of 14 days during which the Service Recipient has the right to use the Services free of charge, in order to familiarize themselves with the functionality of the Application;
- 7) **Subscription Period** – the period for which the Service Provider makes the Service available to the Service User in accordance with the Price List;
- 8) **Subscription Fee** – a fee paid by the Service User in advance in exchange for the Service, determined in accordance with the Price List in force at the time of its order;
- 9) **Opinion** – the Service Recipient's opinion about the Application, including a description of the Service Recipient's experience related to the use of the Service;
- 10) **Privacy Policy** – a document containing information on the processing of Users' personal data by the Service Provider;
- 11) **Regulations/Terms and Conditions** – the term defined in § 1 section 1 of the Regulations;
- 12) **User Content** – any data (including personal data), electronic files, information and materials saved by the User in the Account;
- 13) **Application Use Service Agreement** – a digital service agreement within the meaning of the Consumer Rights Act, under which the Service Provider undertakes to provide the Application Use Service to the User free of charge; the condition for concluding the Agreement for the provision of the Service of using the Application is the creation of an Account;
- 14) **Service Recipient** – a customer using the Application;
- 15) **Service of using the Application, Service** – a digital service within the meaning of the Act on Consumer Rights, consisting in enabling the User by the Service Provider to use the functionalities of the Application.
- 16) **Service Provider** – the term defined in § 1 section 3 of the Terms and Conditions;
- 17) **Consumer Rights Act** – the Act of 30 May 2014 on Consumer Rights;
- 18) **Act on the provision of electronic services** – the term defined in § 1 section 3 of the Terms and Conditions;
- 19) **User** – a person using the Application who is a Consumer.

§ 3.

Technical requirements and safety

1. In order for the User to properly use the services provided by the Service Provider via the Application, it is necessary jointly:
 - 1) Internet connection;
 - 2) having devices that allow you to use Internet resources;
 - 3) having an active e-mail account.
2. As part of the Application, it is forbidden for Users to use viruses, bots, worms or other computer codes, files or programs (in particular those automating the processes of scripts and applications or other codes, files or tools).
3. The Service Provider informs that it uses cryptographic protection of electronic transfer and digital content by using appropriate logical, organizational and technical measures, in particular

to prevent third parties from accessing data, including SSL encryption, the use of access passwords and antivirus or anti-unwanted software programs.

4. The Service Provider informs that despite the application of the security measures referred to in paragraph 3 above, the use of the Internet and services provided by electronic means may be at risk of malware getting into the ICT system and the User's device or gaining access to data on this device by third parties. In order to minimize the above-mentioned threat, the Service Provider recommends the use of antivirus programs or means protecting identification on the Internet.

§ 4.

General Terms of Use of the Services

1. The use of the Application is payable. However, the Service Provider reserves the right to introduce additional, optional functions or services in the future, which may be available for a fee. The Service Provider will inform the User about any change regarding the introduction of paid functions in advance.
2. The User is obliged to use the Application in a manner consistent with the provisions of generally applicable law, the provisions of the Terms and Conditions, as well as with good practices.
3. The User using the services provided by the Service Provider is obliged to provide only data (including personal data) consistent with the actual state. The Service Provider is not responsible for the consequences of providing false or incomplete data by the User.
4. One User may create only one Account in the Application per e-mail address.
5. The conclusion of the Service Agreement requires registration (creation of an Account).
6. In particular, the following shall be considered a violation of the Regulations:
 - 1) provision of illegal content by the User;
 - 2) the User's use of the Service and functionalities contrary to their intended purpose;
 - 3) providing false or incomplete data by the User;
 - 4) the User creating more than one Account using the same e-mail address.
7. In the event of a violation of the Terms and Conditions, the Service Provider may call on the User to remove the violation and set a deadline of not less than 7 (seven) days for this purpose.
8. Any statements, summons, notifications and information referred to in the Terms and Conditions may be sent by e-mail, unless a specific provision of the Terms and Conditions provides otherwise.

§ 5.

Application Service Agreement

1. On the basis of the Service Provision Agreement, the Service Provider enables the Service Recipient (to the extent resulting from the selected variant in the Price List) to use the functionalities of the Application.
2. In order to conclude the Service Agreement during the Trial Period, the Service Recipient should perform the following actions:
 - 1) go to the Application's website and select the option "Sign Up";
 - 2) fill in the required data in the displayed form
 - 3) it is mandatory to tick the checkbox next to the declaration of reading the Terms and Conditions and the Privacy Policy and accepting their provisions;
 - 4) Click the "Sign Up";

- 5) click on the activation link sent by e-mail to the e-mail address provided by the Service Recipient.
3. The use of the Application requires registration, creation of an Account and confirmation of registration electronically (using an e-mail received from the Service Provider – activation link).
4. Clicking on the activation link is tantamount to concluding a free-of-charge Service Provision Agreement by the Service Recipient during the Trial Period.
5. The Agreement for the provision of the Service during the Trial Period is concluded for a definite period of time 14 Days. Your use of the Service after the end of the Service Agreement during the Trial Period requires an extension of the Service Agreement.
6. After the expiry of the Trial Period, the Service User may decide to continue using the Service, which is tantamount to extending the Service Agreement for a fee, in accordance with the Price List (which specifies the duration, functions, settlements under the Service Agreement).
7. After the expiry of the Trial Period, the Service User may decide to continue using the Service free of charge with limited functionality. The limitations are described in this variant in the Price List.
8. In order to extend the Service Agreement, it is necessary to 14 days from the start of the Trial Period, go to the Price List tab on the website and select a variant from the Price List and then click the "Order with obligation to pay" option.
9. In order to conclude the Service Agreement without the Trial Period, the Service User should perform the following actions:
 - 1) go to the Application's website and go and select the option "Sign Up";
 - 2) fill in the required data in the displayed form;
 - 3) it is mandatory to tick the checkbox next to the declaration of reading the Terms and Conditions and the Privacy Policy and accepting their provisions;
 - 4) Click on the option "Sign Up";
 - 5) click on the activation link sent by e-mail to the e-mail address provided by the Service Recipient.
10. Clicking on the activation link is tantamount to concluding by the Service Recipient a paid Service Agreement on the terms and conditions described in the variant selected in the Price List.
11. Clicking on the activation link is tantamount to concluding a paid Service Agreement by the Service Recipient on the terms and conditions described in the variant selected in the Price List or concluding a free Service Agreement during the Trial Period.
12. The Service Recipient retains all the Service Recipient's Content as well as information and data entered into their Account during the Trial Period, in the event of extension of the Service Agreement (for a fee).
13. The provisions of sections 14-19 below apply only to Service Recipients who are Consumers or Entrepreneurs with Consumer rights.
14. If the Service User is not granted access to the Service immediately after the conclusion of the Service Agreement, the Service User calls on the Service Provider to immediately grant access to the Service. The request referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 5 point 1 of the Regulations. If the Service Provider does not grant the Service User access to the Service immediately after receiving the request referred to in the preceding sentence, the Service User may withdraw from the Service Provision Agreement.
15. Notwithstanding the provisions of section 13 above, in the event of failure to grant the Service User access to the Service, the Service User may withdraw from the Service Agreement without calling the Service Provider to grant access to the Service, if at least one of the cases indicated in Article 43j(5) of the Consumer Rights Act occurs.

16. Notwithstanding the provisions of sections 13-14 above, the Service Recipient may terminate the Service Agreement by deleting their Account in the Application on their own or by submitting an order to delete their Service Provider Account, by sending an appropriate information to the address § 1 section 5 point 1 of the Terms and Conditions.
17. The Service Recipient shall withdraw from the Service Agreement or terminate it, regardless of the basis for this action, by submitting to the Service Provider a statement of withdrawal from the Service Agreement or its termination. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 5 point 1 of the Regulations.
18. If the Service User violates the provisions of the Terms and Conditions and fails to remedy this breach despite receiving a notice, the Service Provider may terminate the Service Agreement with a notice period of 7 (seven) days, by submitting a notice of termination to the Service User by e-mail. After the expiry of the notice period indicated in the preceding sentence, the Service Provider shall suspend the provision of the Service. During the notice period, the Service Provider may block the Service User's access to the Service of using the Application if it is necessary to prevent further violations by the Service User.
19. The Service Provider deletes the Account immediately upon receipt of the statement referred to in section 16 above or after the expiry of the notice period referred to in section 17 above. Deleting an Account is tantamount to archiving all User Content stored on it, and then deleting it – after the end of the archiving period.

§ 6.

Discount Codes

1. The Service Provider reserves the right to provide discount codes.
2. In order to use a discount code, on the screen on which a checkbox will appear about the declaration of having read the Terms and Conditions and the Privacy Policy, you need to enter the received code in Coupon which will automatically calculate the discount.

§ 7.

Fees and billing

1. The prices of services in the Price List are expressed in EUR and constitute a net value and do not include VAT. In the case of payment, the appropriate VAT rate will be added to the Subscription Fee.
2. Unless a specific provision of the Terms and Conditions or individual arrangements with the Service Provider provide otherwise, all payments due to the Service Provider are made by the Service User using the payment systems made available within the Application.
3. For the provision of Services, the Service User is obliged to pay the Subscription Fee according to the amounts indicated in the Price List. Changes in the prices indicated in the Price List are announced in the Application and do not constitute changes to these Terms and Conditions.
4. In the case of the payment referred to in paragraph 2, the date of payment shall be the date on which the amount of the Subscription Fee due for the Service is credited to the Service Provider's bank account. After the payment is credited to the payment systems, the Service Provider sends to the Service Recipient's e-mail address information about granting access to the Application along with a VAT invoice.

5. The Subscription Fee is paid automatically, cyclically in advance every month, on the dates referred to in paragraph 2 and in the Price List, resulting from the date of conclusion of the Service Provision Agreement.
7. Failure to pay the Subscription Fee by the Service User will result in the suspension of access to the Application's functionalities until the Subscription Fee is credited to the Service Provider's bank account.

§ 8.

Price list

1. The current Price List is available at: <https://pistacy.io/pricing.html>
2. The Price List may provide that a certain number of Services may be used by the Service Recipient free of charge.
3. The Service Provider may change the Price List at any time.
4. The change of the Price List does not in any way affect the amount of fees specified in the Service Agreements concluded before the change of the Price List.

§ 9.

Complaints – Consumers and Entrepreneurs with Consumer Rights

1. The provisions of this paragraph apply only to Consumers and Entrepreneurs with Consumer rights.
2. The Service provided to the Service Recipient by the Service Provider must be in accordance with the Agreement applicable to it throughout the entire period of Service Provision.
3. The Service Provider shall be liable for the Non-Conformity disclosed during the period of provision of the Service.
4. In the event of revealing a Non-Conformity, the Service Recipient may file a complaint requesting that the Service be brought into compliance with the Agreement on its provision.
5. The complaint shall be submitted by e-mail to the address indicated in § 1 section 5 point 1 of the Regulations.
6. The complaint should include:
 - 1) the name and surname of the Service User;
 - 2) e-mail address;
 - 3) a description of the disclosed Non-conformity;
 - 4) Request that the Service be brought into conformity with the Agreement for its Provision.
7. The Service Provider may refuse to bring the Service into conformity with the Agreement for its provision if it is impossible or would require the Service Provider to incur excessive costs.
8. After considering the complaint, the Service Provider provides the Service Recipient with a response to the complaint, in which:
 - 1) acknowledges the complaint and indicates the planned date of bringing the Service into compliance with the Agreement for its provision;
 - 2) refuses to bring the Service into conformity with the Agreement for its provision for the reasons indicated in paragraph 6 above;
 - 3) rejects the complaint due to its unfoundedness.
9. The Service Provider shall respond to the complaint by e-mail within 14 (fourteen) days from the date of its receipt.
10. If the complaint is accepted, the Service Provider at its own expense brings the Services into

compliance with the Agreement for its provision within a reasonable time from the moment of receipt of the complaint and without excessive inconvenience to the Service Recipient, taking into account the nature of the service and the purpose for which it is used. The Service Provider indicates the planned date of bringing the Service into compliance with the Agreement for its provision in response to the complaint.

11. In the event of disclosure of Non-Compliance, the Service Recipient may submit to the Service Provider a statement of withdrawal from the Agreement when:
 - 1) bring the Service into conformity with the Agreement for its provision is impossible or requires excessive costs;
 - 2) The Service Provider has not brought the Service into compliance with the Agreement for its provision in accordance with paragraph 9 above;
 - 3) The non-conformity persists even though Service Provider has attempted to bring the Service into conformity with the Delivery Agreement;
 - 4) The non-compliance is so significant that it justifies withdrawal from the Agreement for the provision of the Service without prior demand from the Service Provider to bring the Service into conformity with the Agreement for its provision;
 - 5) it is clear from the Service Provider's statement or circumstances that the Service Provider will not bring the Service into compliance with the Agreement for its provision within a reasonable time or without undue inconvenience to the User.
12. The statement of withdrawal from the Agreement may be submitted by e-mail to the address indicated in § 1 section 5 point 1 of the Terms and Conditions.
13. The statement of withdrawal from the Agreement should include:
 - 1) the name and surname of the Service User;
 - 2) e-mail address;
 - 3) the date the Service was delivered;
 - 4) description of the Non-conformance;
 - 5) indication of the reason for submitting the statement, selected from among the reasons indicated in section 10 above;
 - 6) a statement on price reduction, together with an indication of the reduced price or a statement on withdrawal from the Agreement.
14. In the event of the Service User's withdrawal from the Service Agreement, the Service Provider shall delete the Account immediately after receiving the statement of withdrawal from the Service Agreement.
15. Pursuant to Article 34(1a) of the Consumer Rights Act, if the Service User withdraws from the Service Provider's Agreement, the Service User is obliged to cease using the Service and make it available to third parties.

§ 10.

Complaints - Entrepreneurs

1. The provisions of this paragraph apply only to Entrepreneurs.
2. In the event of revealing non-compliance of the Service with the Terms and Conditions, the Service Recipient may file a complaint.
3. A complaint shall be submitted in writing or by e-mail to the address indicated in § 1 section 5 point 1 of the Regulations, no later than within 30 days from the date of disclosure of the non-compliance.

4. The complaint should include:
 - 1) the name of the Service User;
 - 2) e-mail address;
 - 3) a description of the disclosed non-compliance of the Service with the Terms and Conditions.
4. The Service Provider may refuse to bring the Service into compliance with the Terms and Conditions if it is impossible or would require the Service Provider to incur excessive costs.
5. After considering the complaint, the Service Provider provides the Service Recipient with a response to the complaint, in which:
 - 1) accepts the complaint and indicates the planned date of bringing the Service into compliance with the Terms and Conditions;
 - 2) refuses to bring the Service into compliance with the Terms and Conditions for the reason indicated in paragraph 2 above;
 - 3) rejects the complaint due to its unfoundedness.
6. The Service Provider shall respond to the complaint by e-mail within 21 (twenty-one) days from the date of its receipt. In particularly complicated cases, the deadline for responding to a complaint may be extended to 30 calendar days.

§ 11.

Right of withdrawal

1. Pursuant to Article 27 et seq. of the Act on Consumer Rights, the Service Recipient has the right to withdraw from the Agreement without giving any reason within 14 (fourteen) days from the date of its conclusion.
2. The Service Provider extends the right to withdraw from the Agreement also to Entrepreneurs.
3. The User exercises the right to withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to the Service Provider. In order to meet the deadline for withdrawal from the agreement, it is sufficient to send the statement before the expiry of the deadline referred to in paragraph 3 above.
4. The statement of withdrawal from the Agreement may be submitted by the Service User in any form, in particular on the form constituting Appendix No. 2 to the Act on Consumer Rights.
5. In the event of submitting a statement of withdrawal from the Agreement, the Service Provider shall immediately send the Service User a confirmation of its receipt by e-mail.
6. In the event of the Service User's withdrawal from the Service Agreement, the Service Provider shall delete the Account immediately after receiving the statement of withdrawal from the Agreement.

§ 12.

Content and Opinions of the Service Recipient

1. The Service Recipient may send the Service Provider Opinions regarding the services provided by the Service Provider.
2. Feedback may be sent in any way, including by e-mail.
3. Sending a Review does not impose an obligation on the Service Provider to publish it.
4. A Review published by the Service Provider may be deleted by the Service Provider at any time.
5. It is forbidden to post the Service Recipient's Content and Opinions:
 - 1) containing false data, contrary to the law, the Regulations or good practices;

- 2) Content that is intended to conduct activities that are prohibited by law, incite violence, hatred, or insult any group of individuals or individuals;
 - 3) containing content that may infringe personal rights, copyrights, right of image or other rights of third parties;
 - 4) Contains advertising, promotional, political, religious, or discriminatory content.
 - 5) containing content promoting competitive activity against the Service Provider.
6. Any person using the Application (hereinafter: "**Applicant**") is entitled to report the Service Recipient's Content or Opinion that may violate the Terms and Conditions.
7. Report can be made in the following ways:
 - 1) by e-mail to the following address: pistacyio@gmail.com,
8. The report should include the following information:
 - 1) a sufficiently substantiated explanation of the reasons why the Service Recipient's Content or Review constitutes illegal content,
 - 2) a clear indication of the exact electronic location of the information, such as the exact URL or URLs, and, where applicable, additional information to identify the Service Recipient's Content or Feedback, according to its type and the functionality of the Application;
 - 3) the name and e-mail address of the Reporting Person, except for a report concerning information considered to be related to one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU,
 - 4) a statement confirming the Whistleblower's belief in good faith that the information and allegations contained therein are correct and complete.
9. Upon receipt of the request, the Service Provider sends the Applicant a confirmation of its receipt to the e-mail address indicated by the Applicant.
10. If the notification does not contain the elements indicated in paragraph 8 above or contains errors, the Service Provider may request the Applicant to supplement or correct the notification within 14 days from the date of receipt of the above-mentioned request. If the Applicant fails to supplement or correct the application within the time limit indicated in the preceding sentence, the Service Provider may leave the application without consideration.
11. The Service Provider verifies the Service User's Content or Review within 14 days from the date of receipt of a complete and correct report. As part of the verification activities, if necessary, we will ask the applicant to send the necessary additional information or documents. Until the report is recognized, we may block the visibility of the Service Recipient's Content or Review.
12. After verifying the Application, the Service Provider:
 - 1) removes the Service User's Content or the Review that violates the Terms and Conditions;
 - 2) restores the Service User's Content or Opinion that does not violate the rules resulting from the Terms and Conditions (if its visibility has been blocked at the stage of verification of the Application),giving the reasons for our decision.
13. In the event of removal of the Service User's Content or Review, the Service Provider shall immediately notify both the Applicant and the Service User who published the removed Service User's Content or Review, stating the justification for its decision.
14. The justification of the Service Provider's decision includes:
 - 1) an indication whether the decision includes the removal of the Service Recipient's Content/Review, blocking its visibility, depositioning or imposes other measures referred

- to in the Terms and Conditions in relation to this Opinion and, where applicable, the territorial scope of the decision and its duration;
- 2) the facts and circumstances on which the decision was made, including, where applicable, whether the decision was made on the basis of a report made by the Applicant or on the basis of voluntary verification activities carried out at the initiative of the Service Provider and, where strictly necessary, the identity of the Applicant;
 - 3) where applicable, information on the use of automated means in decision-making, including whether a decision was made in relation to the Service User's Content/Reviews detected or identified using automated tools;
 - 4) if the decision relates to potentially prohibited Service Recipient Content/Review, an indication of the legal basis or Agreemental basis on which the decision is based and an explanation of the reasons why the Feedback is considered unlawful on this basis;
 - 5) clear and friendly information for the Service Recipient and the Applicant on their options to appeal against the decision.
15. The Service Recipient whose Service Recipient's Content or Review has been removed or the Applicant whose Service Provider refuses to remove the reported Service Recipient's Content/Review may appeal against the Service Provider's decision.
16. An appeal can be filed in the following ways:
- 1) by e-mail – to the following address: pistacyio@gmail.com
 - 2) in writing, preferably by registered mail — to the following address: pistacyio@gmail.com
17. The appeal should include:
- 1) name and surname or name of the appellant,
 - 2) contact details (e-mail address, correspondence address),
 - 3) a detailed justification why, in the appellant's opinion, why the Service Provider's decision is erroneous and should be changed.
18. The Service Provider shall immediately confirm receipt of the appeal by sending a notification to the e-mail address indicated by the appellant.
19. Appeals are considered within 14 days from the date of their receipt by an authorized team of the Service Provider (these activities will not be carried out in an automated manner, without human participation).
20. The Service Provider notifies the appellant of the decision made as a result of considering the appeal by e-mail, and if at the same time it considers the reported content to be unlawful – it takes actions against it provided for in the Terms and Conditions.
21. Sending the Service Recipient's Content or Feedback is tantamount to the Service Recipient's declaration that the Service User is its sole author. The Service Recipient shall be fully responsible for the Service Recipient's Content/Content of the Review and the consequences of its publication (including infringement of personal rights and intellectual property rights of third parties).
22. By sending the Service Recipient's Content/Opinion, the Service Recipient grants the Service Provider a free, non-exclusive license to use it (hereinafter: " with **License**").
23. The license is granted for an indefinite period of time (with the possibility of termination for two years in advance, effective at the end of the calendar year) and without territorial limitations, and covers the use of the Service Recipient's Content/Feedback in the following fields of exploitation:
- 1) fixation and reproduction in any quantity, by any technique and in any format;

- 2) dissemination in any way, by any means of communication, in particular by publication in the Application and in the Service Provider's social media.
24. The Licence entitles the Service Provider to modify the Review, if it is necessary to disseminate it in a specific way, without changing its essence and content.
25. The Licence authorises the Service Provider to grant further licences to any selected third parties to use the Feedback. Further licence referred to in the preceding sentence may be granted by the Service Provider for a fee or free of charge.
26. The Service Recipient undertakes not to exercise moral rights vested in them in relation to the Service Recipient's Content/Opinion (including the right to mark the authorship of the Service Recipient's Content/Opinion and the right to supervise the use of the Service Recipient's Content/Opinion) and authorizes the Service Provider to exercise these rights on behalf of the Service Recipient.
27. Notwithstanding the provisions of sections 1-26 above, the Service Recipient grants the Service Provider a free, non-exclusive license to use the Service Recipient's name and logo (hereinafter: "Logo").
28. The license referred to in paragraph 12 above is granted for an indefinite period of time (with the possibility of termination for two years in advance, effective at the end of the calendar year) and without territorial limitations, and includes the use of the Logo in the following fields of use:
 - 1) fixation and reproduction in any quantity, by any technique and in any format;
 - 2) dissemination in any way, by any means of communication, in particular by publication in the Application and in the Service Provider's social media.

§ 13.

Leverage artificial intelligence (AI)

The Service Recipient declares that he/she is fully aware that the Service Provider uses tools based on (generative) AI as part of the Application in the field of, m.in, optimization of cost estimates, preparation of cost estimates, intelligent suggestions, generation of the new data based on Service Recipient's data, providing solutions for Service Recipient's needs and agrees to use the App with AI-powered features. Due to the specific nature of the above-mentioned technologies, the Service Provider is not responsible for the consequences (and possible damages) of actions taken by the Service User on the basis of recommendations generated by AI.

§ 14.

Responsibility

1. The Service Provider undertakes to provide the Services with due diligence.
2. The Parties exclude the rights resulting from the warranty in relation to the Entrepreneurs.
3. The Parties exclude the Service Provider's liability for lost profits of the Service Recipient, who is an Entrepreneur.
4. The Service Provider does not guarantee a specific level of performance, effectiveness or usability of the Application in relation to the specific needs and applications of the Service User.
5. To the extent permitted by the provisions of the Civil Code and the Act on Consumer Rights, the Service Provider shall not be liable to the Users for the consequences of:
 - 1) use by Users any services or functionalities available within the Application contrary to their intended purpose;
 - 2) providing incorrect or false data by Users;

- 3) the effects of the use of data authorizing access to the Account by third parties, if these persons came into possession of such data as a result of their disclosure by the User or as a result of their insufficient protection by the User against access by such persons.
6. To the extent permitted by the provisions of the Civil Code and the Act on Consumer Rights, the Service Provider shall not be liable for disruptions in the functioning of the Application resulting from:
 - 1) force majeure;
 - 2) necessary conservation and modernization works carried out in the Application;
 - 3) reasons attributable to the User;
 - 4) reasons beyond the Service Provider's control, in particular the actions of third parties, for which the Service Provider is not responsible.
7. The Service Provider undertakes to carry out the works referred to in section 6 point 2 above in a manner that is as least burdensome as possible for the Users and, if possible, to inform them in advance about the planned works.
8. The Service Provider undertakes, as far as possible, to remove disruptions in the functioning of the Application on an ongoing basis.

§ 15.

Service Provider's Intellectual Property

1. All components of the Application, in particular:
 - 1) the name of the Application;
 - 2) the logo of the Application;
 - 3) photos and descriptions;
 - 4) the principles of operation of the Application, all its graphic elements, interface, software, source code and databases- are subject to legal protection under the provisions of the Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 – Industrial Property Law, the Act of 16 April 1993 on Combating Unfair Competition and other provisions of generally applicable law, including the provisions of European Union law.
2. Any use of the Service Provider's intellectual property without its prior, express permission, in violation of the Terms and Conditions is prohibited.

§ 16.

Out-of-court dispute resolution – Consumers and Entrepreneurs with Consumer Rights

1. The provisions of this paragraph apply only to Consumers and Entrepreneurs with Consumer rights
2. The Service Recipient who is a Consumer and an Entrepreneur with the rights of a Consumer has the possibility to use out-of-court methods of dealing with complaints and pursuing claims.
3. Detailed information on the possibility of using out-of-court methods of handling complaints and pursuing claims by the Service Recipient and the rules of access to these procedures are available at the offices and on the following websites:
 - 1) district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection;
 - 2) Provincial Inspectorates of Trade Inspection;

- 3) Office of Competition and Consumer Protection.

§ 17.

Personal data

1. Information on the processing of personal data by the Service Provider can be found in the Privacy Policy available at: <https://pistacy.io/legals/privacy-policy.html>
2. The terms and conditions of entrusting the processing of personal data by the Service Recipient [e.g. customers and potential customers] are specified in the Terms and Conditions of entrusting the processing of personal data.

§ 18.

Change of Service – Consumers and Entrepreneurs with Consumer Rights

1. The provisions of this paragraph apply only to Consumers and Entrepreneurs with Consumer rights.
2. The Service Provider may change the Service in the event of:
 - 1) the need to adapt the Service to new devices or software used by Users to use the Service;
 - 2) the Service Provider decides to improve the Service by adding new functionalities to it or modifying existing functionalities;
 - 3) legal obligation to make changes, including the obligation to adapt the Service to the current legal status.
3. A change in the Service may not entail any costs on the part of the Service User.
4. The Service Provider informs the Service Recipient about the change of the Service by placing a message on the Account informing about the changes. Regardless of the change, information about the change may be sent to the Service Recipients by e-mail.
5. If the change to the Service will significantly and negatively affect access to the Service, the Service Provider is obliged to inform the Service Recipient about:
 - 1) the characteristics and timing of the amendment, and
 - 2) the Service User's right to terminate the Service Agreement with immediate effect within 30 (thirty) days of the change.
6. The information referred to in paragraph 4 above shall be sent by the Service Provider to the Service Recipient by e-mail, no later than 7 (seven) days before the change is made.
7. Termination of the Service Agreement by the Service User pursuant to section 4 point 2 above takes place by submitting to the Service Provider a statement on termination of the Service Agreement. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 5 point 1 of the Regulations.
8. Termination of the Service Agreement pursuant to section 4 point 2 above has the same effects as § 11 of the Terms and Conditions provides for in the event of withdrawal from the Service Agreement due to the occurrence of Non-compliance.

§ 19.

Changes to the Terms and Conditions

1. The Service Provider may amend the Terms and Conditions, m.in. in the event of:
 - 1) change the Service Provider's business;

- 2) the Service Provider commences the provision of new services, modifications of the services provided so far or ceases to provide them;
 - 3) make technical modifications to the Applications requiring adaptation of the provisions of the Terms and Conditions to them;
 - 4) legal obligation to make changes, including the obligation to adapt the Terms and Conditions to the current legal status.
2. The Service User will be informed about the amendment to the Terms and Conditions by publishing their amended version in the IT System. Regardless of the amendment, the amended version of the Terms and Conditions will be sent to the Service User by e-mail.
 3. Agreements concluded before the amendment of the Regulations shall be governed by the provisions of the Regulations in force at that time.
 4. The User who does not agree to the amendment of the Terms and Conditions may terminate the Agreement for the provision of the Service of using the Application with immediate effect within 10 (ten) days from the date of receipt of information about the amendment to the Terms and Conditions. Failure to terminate shall be deemed to be consent to the amendment of the Terms and Conditions.
 5. Termination of the Agreement for the provision of the Service of using the Application takes place by submitting a statement of termination of this Agreement to the Service Provider by the User. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 5 point 1 of the Regulations.
 6. Immediately after receiving the statement referred to in paragraph 5 above, the Service Provider deletes the Account.

§ 20.

Final provisions

1. The current version of the Terms and Conditions is effective from 01.07.2025.
2. The Terms and Conditions are subject to Polish law. Any disputes under these Terms and Conditions shall be resolved through amicable negotiations, and if no agreement is reached – before a common court with jurisdiction over the registered office of the Service Provider.
3. In matters not covered by the Terms and Conditions, the provisions of generally applicable Polish law shall apply.