TERMS AND CONDITIONS FOR ENTRUSTING THE PROCESSING OF PERSONAL DATA

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§ 1.
General
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1. These terms and conditions for entrusting the processing of personal data (hereinafter: "**Entrustment Terms and Conditions**") set out the terms and conditions for entrusting the processing of personal data stored by the Service Provider (hereinafter: "**Processor**") by the Service Recipient (hereinafter: "**Controller**").
2. To the extent not regulated in the Terms and Conditions of entrustment, the provisions of the Alibee application Terms and Conditions, available at the following address: https://alibee.ai/termsandconditions (hereinafter: "**Application Terms and Conditions**").
3. Any capitalized terms not otherwise defined in the Terms and Conditions shall have the meaning given to them in the Application Terms and Conditions.
4. The Entrustment Terms and Conditions are an integral part of the Agreement concluded with the Controller and constitute the basis for the processing of personal data by the Processor in connection with the performance of the Agreement, and also meet the requirements set out in Article 28(3) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: "**GDPR**").

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§ 2.
Entrusting the processing of personal data
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1. The Controller entrusts the Processor with the processing of personal data pursuant to Article 28 of the GDPR, to the extent specified in § 3 of the Entrustment Terms and Conditions.
2. The Controller declares that:
    1) with respect to the data entrusted to the Processor under the Entrustment Terms and Conditions, it is the controller or Processor entrusting the Processor with personal data on documented instructions from the controller of such personal data;
    2) The personal data entrusted to the Processor for processing is processed in accordance with the GDPR and other provisions of generally applicable law.
3. If the Controller is a Processor of personal data entrusted to the Processor under the Entrustment Terms and Conditions, the Processor acts as a further Processor for such data.
4. The Processor undertakes to process personal data to the extent and under the conditions specified in the Entrustment Terms and Conditions, GDPR and other provisions of generally applicable law.

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§ 3.
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Subject, nature, purpose and duration of data processing

1. The personal data entrusted by the Controller will be processed by the Processor only at the documented request of the Controller and only for the purpose of performing the Agreement specified in the Terms and Conditions of the application. In particular, the conclusion of the Agreement by the Controller is a "documented instruction".
2. The Controller entrusts the Processor with the processing of personal data concerning End Users and natural persons using the Application under the authority of the Controller.
3. The Controller entrusts the Processor with the processing of the following categories of personal data (hereinafter: "**entrusted personal data**"):
   1) for End Users:
      a) identifier;
      b) statistical data on the use of the services provided by the Controller by the End User;
   2) in the case of natural persons using the Application under the authority of the Controller:
      a) name and surname;
      b) e-mail address.
4. Personal data entrusted by the Controller based on the Entrustment Terms and Conditions do not constitute special category personal data referred to in Article 9(1) of the GDPR.
5. The processing of the entrusted personal data will be carried out with the use of IT systems (in an automated manner).

§ 4.
Processor's obligations, rights and representations

1. The Processor undertakes to secure the entrusted personal data by implementing and maintaining technical and organizational measures appropriate to the nature, scope, context and purpose of the processing of the entrusted data, including the measures required by the relevant provisions of generally applicable law, so that the processing of the entrusted personal data meets the requirements of the GDPR.
2. The Processor undertakes to ensure that the people authorized to process personal data entrusted under the Entrustment Terms and Conditions are obliged to maintain secrecy or that they are subject to an appropriate statutory obligation of secrecy.
3. The Processor undertakes, to the extent justified by the subject matter of the Agreement, as far as possible, to assist the Controller in fulfilling his obligation to respond to requests from data subjects in the scope of exercising their rights under generally applicable law, including Chapter III of the GDPR.
4. The Processor undertakes to immediately notify the Controller of:
   1) any breach of the protection of entrusted personal data, whereby the "breach of the protection of entrusted data" should be understood as any accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to the entrusted personal data. The notification referred to in this point 1 should be made no later than within 24 (twenty-four) hours from the discovery of the breach of protection of the entrusted data;
   2) each request received from the person whose data is processed, while refraining from responding to the request, until the Controller's opinion is received. The notification referred to in this point 2 must be made no later than within 24 (twenty-four) hours of receipt of the request;
   3) any legally authorized request to provide personal data to the competent state authority, unless the prohibition to notify results from the provisions of law, in particular the provisions of criminal procedure, when the prohibition is intended to ensure confidentiality of the initiated investigation;

4) the President of the Office for Personal Data Protection or another supervisory authority conducts an inspection of the compliance of personal data processing and its results, as well as other actions of public authorities regarding such data.

5. The Processor undertakes, to the extent justified by the subject matter of the Agreement and the information available to it, to assist the Controller in fulfilling its obligations under the provisions of generally applicable law, including Articles 32-36 of the General Data Protection Regulation and concerning the security of personal data processing, to report a personal data breach to the supervisory authority and the data subject, data protection impact assessment and related consultation of the supervisory authority.

6. The Processor undertakes:
   1) make available to the Controller within 14 (fourteen) days from the date of receipt of the request, all information and documents necessary to demonstrate the Controller's compliance with the obligations imposed on him specified in the provisions of generally applicable law;
   2) enable the Controller or an auditor authorized by him to conduct audits, including inspections, and contribute to them, on the terms specified by the parties in each case and subject to the provisions of this paragraph.

7. The audit referred to in section 6 point 2 above may be carried out:
   1) no more than once a year;
   2) no earlier than one month from the date of receipt by the Processor of the announcement of the audit;
   3) after the conclusion of a confidentiality agreement between the Processor and the Controller or an auditor authorized by the Controller;
   4) at the Controller's expense, and this cost also includes the Processor's remuneration for the participation of the Processor and its employees in the audit.

8. Upon completion of the audit, the Parties shall draw up a protocol in 2 (two) copies, which shall be signed by authorized representatives of both Parties. The Processor may raise objections to the protocol within 7 (seven) days from the date of its signing by the representatives of the Parties.

9. In the event of finding shortcomings during the audit affecting the security of the processing of the entrusted personal data, the Processor undertakes:
   1) adapt to the recommendations formulated by the Controller or an auditor authorized by him;
   2) cover the costs of conducting the audit.

§ 5.
Responsibilities of the Controller

1. The Controller is obliged to ensure that throughout the term of the Agreement it has a legal basis for the processing of the entrusted personal data and that it has appropriate rights enabling it to entrust it to the Processor. In the event of loss of the above-mentioned legal basis or rights with respect to specific entrusted personal data, the Controller is obliged to immediately take steps necessary to cease entrusting them, to notify the Processor thereof.

2. The Controller undertakes not to issue instructions to the Processor regarding the processing of the entrusted personal data, which would be inconsistent with the provisions of generally applicable law, the provisions of the Entrustment Terms and Conditions or other contractual obligations.

§ 6.
Further entrustment of personal data

1. The Controller gives general consent for the Processor to further entrust the processing of personal data (hereinafter: "**sub-entrustment**") to subcontractors selected by the Processor.

2. The list of subcontractors to whom the Processor has subentrusted the processing of personal data is available for the Controller to inspect at the Processor's registered office.
3. The Processor undertakes to ensure that:
    1) the entity to which it sub-entrusts has applied appropriate technical and organisational measures to guarantee the processing of the entrusted personal data in accordance with the provisions of the GDPR;
    2) the scope of the data protection obligations of the downstream Processor corresponded to the obligations of the Processor provided for in the Data Processing Agreement.
4. If the Processor intends to sub-entrust the processing of personal data to a new subcontractor, the Processor is obliged to notify the Controller no later than 7 (seven) days before the sub-entrustment is made by e-mail. The Controller may object to the sub-entrustment referred to in the preceding sentence by filing an objection by e-mail, within 7 (seven) days from the date of receipt of the notification of sub-entrustment.
5. After the ineffective expiry of the deadline for filing an objection referred to in section 4 above, the Processor may sub-entrust the processed personal data to a selected subcontractor.
6. In the event of an objection referred to in section 4 above, the Processor shall be entitled to terminate the Agreement with one month's notice, effective at the end of the month calendar.
7. The sub-entrustment referred to in section 4 above does not constitute an amendment to the Entrustment Terms and Conditions.

§ 7.
Duration of the Entrustment Terms and Conditions
The provisions of the Entrustment Terms and Conditions are valid for the duration of the Agreement.

§ 8.
Effects of termination of the Agreement
In the event of termination of the Agreement, the Processor, immediately, no later than within 14 (fourteen) days from the date of termination of the Agreement, undertakes to return to the Controller and delete from its own media all personal data the processing of which has been entrusted to it, including effective deletion also from electronic media at its disposal. The provisions of the preceding sentence do not apply to those personal data which the Processor, in accordance with the provisions of generally applicable law, is required to store for a period longer than the term of the Agreement.

§ 9.
Amendment to the Entrustment Terms and Conditions
Amendments to the Entrustment Terms and Conditions shall be subject to the provisions of § 17 of the Application Terms and Conditions.

§ 10.
Final provisions
The current version of the Entrustment Terms and Conditions is effective from 13.03.2025 r.

ALIBEE APPLICATION TERMS AND CONDITIONS

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§ 1.
General

1. These Terms and Conditions (hereinafter: "**Terms and Conditions**") define the terms and conditions of use of the "Alibee" application (hereinafter: "**Application**") provided by the Service Provider.

2. 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**").

3. The Application is provided by Radosław Czerski, conducting business activity under the name "Alibee Radosław Czerski" (address of the permanent place of business: Mortąg 18, 82-450 Mortąg), entered into the Central Registration and Information on Business kept by the minister in charge of economy, with NIP (Tax Identification Number): 5792070360, REGON number: 366212879 (hereinafter: "**Service Provider**").

4. Contact with the Service Provider is possible via:
   1) e-mail – at: contact@alibee.ai;
   2) traditional post office – at the following address: Mortąg 18, 82-450 Mortąg;
   3) phone number – at [+48]535919995.

5. 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 Service Recipients on matters covered by the DSA. The contact point is available at: contact@alibee.ai. Communication within the contact point is conducted in Polish.

6. The information available in the Application constitutes an invitation to conclude an agreement within the meaning of Article 71 of the Act of 23 April 1964 Civil Code (hereinafter: "**Civil Code**").

7. Before starting to use the Application, the Service Recipient is obliged to read the Terms and Conditions and the Privacy Policy.

§ 2.
Definitions

1. Capitalized terms used in the Terms and Conditions, which are not otherwise defined in the Terms and Conditions, have the following meanings:
   1) **Application** – an application created by the Service Provider for collecting statistical data on the use of the hybrid television service (HbbTV) provided to End Users by the Service Recipient and for conducting marketing activities addressed to End Users;
   2) **Price list** – a document or information specifying the current amount of the Service Provider's remuneration and the available Subscription Periods;
   3) **Working day** – a day that is not a Saturday, Sunday or other non-working day within the meaning of the Act of 18 January 1951 on non-working days;
   4) **Subscription Period** – the period of using the Application, for which the Service Recipient is obliged to pay the fee. The length of the available Subscription Periods is determined by the Price List;
   5) **Service Recipient Panel** – a panel in the Application's IT system that enables the Service Recipient to manage the Application;
   6) **Privacy Policy** – a document containing information on the processing of personal data of Service Recipients by the Service Provider;
   7) **Entrustment Terms and Conditions** – a document specifying the terms and conditions of the processing of personal data entrusted to it by the Service Provider;
   8) **Force majeure** – an event that is sudden and independent of the will of the Parties, the occurrence of which could not have been foreseen by the Parties even with due diligence, in particular: hostilities, mass riots, natural disasters, and related prohibitions and orders;
   9) **Parties** – the Service Provider and the Service Recipient;
   10) **Prohibited content** - any content (regardless of its form):
       a) calling for or approving of the commission of a prohibited act;
       b) inciting or commending violence;
       c) being drastic materials;
       d) incites hatred or discrimination against any person or group of people, for any reason;
       e) promoting Nazism, fascism or communism;
       f) being an unlawful threat;
       g) that is an attempt at fraud or extortion;
       h) that is false or misleading;
       i) presenting goods or services the possession or performance of which is prohibited or restricted by applicable law;
       j) infringing personal rights and intellectual property rights (including copyrights or industrial property rights) of third parties;
       k) depicting the image of a naked person;
       l) that are sexually explicit or pornographic;
   11) **Agreement** – an agreement under which the Service Provider undertakes to make the Application available to the Service Recipient, and the Service Recipient undertakes to pay the Service Provider a fee (unless, according to the Price List, the use of the Application by the Service Recipient for a specified period of time is free of charge);

12) **Service Recipient –** a person who is a media service provider within the meaning of the Broadcasting Act, who has concluded an Agreement with the Service Provider or has taken steps to conclude it;
13) **Broadcasting Act** – the Broadcasting Act of 29 December 1992;
14) **End User** – a person using the hybrid television service (HbbTV) provided by the Service Recipient.
2. Capitalized terms used in the Terms and Conditions, which are not defined in section 1 above, have the meaning assigned to them in the Terms and Conditions.

§ 3.
General principles of cooperation between the Parties
1. The parties undertake to cooperate and perform their obligations with due diligence.
2. Each Party undertakes to take care of the reputation of the other Party and not to take any actions that may cause its violation.
3. The Parties undertake to cooperate with each other to the extent necessary for the proper performance of the Agreement, to immediately inform the other Party of the occurrence of events that may affect the performance of the Agreement.
4. The provision of illegal content (including Prohibited content) by the Service Recipient is prohibited.
5. If an action on behalf of the Service Recipient (the conclusion of the Agreement) is performed by a natural person within the Application, such action is tantamount to the submission by that natural person of a statement that he or she is authorized to represent the Service Recipient. The Service Provider is entitled to require such a natural person to submit proof of their authorization to represent the Service Recipient, in particular a power of attorney document or an extract from the relevant register. In the event of performing an action on behalf of the Service Recipient despite the lack of authorization to represent the Service Recipient, the natural person performing this action is liable under the provisions of the Civil Code.
6. The condition for the Service Recipient to use the Application is that they have a license entitled them to provide hybrid television (HbbTV) services. The Service Provider is entitled to require the Service Recipient to submit proof of holding the concession referred to in the preceding sentence.
7. The conclusion of the Agreement by the Service Recipient with the Service Provider is tantamount to the Service Recipient's submission of a statement that the Agreement is of a professional nature for the Service Recipient and is closely related to the subject of the business activity performed by the Service Recipient.
8. Any statements, summons, notices and information referred to in the Terms and Conditions may be communicated to the other Party by e-mail, unless a specific provision of the Terms and Conditions is provided otherwise.

§ 4.
Technical requirements
1. The Service Provider represents, and the Service Recipient acknowledges that the proper use of the Application requires the Service Recipient to meet the following technical requirements:
1) access to the Internet;
2) having devices that enable the use of Internet resources;
3) having an active e-mail account.
2. The conclusion of the Agreement by the Service Recipient is tantamount to the submission of a statement on meeting all the technical requirements indicated in section 1 above.
3. The Service Provider shall not be liable for any difficulties or inability to use the Application resulting from the Service Recipient's failure to meet all the technical requirements indicated in section 1 above.

§ 5.
Conclusion of the Agreement and provision of the Application

1. To conclude the Agreement, the Service Recipient should perform the following actions:
    1) go to the Application website and go to the registration form;
    2) complete the registration form with the following data:
        a) name and surname;
        b) E-mail address
        c) company name;
    3) select the Subscription Period of interest to the Service Provider;
    4) 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;
    5) confirm the sending of the form and pay the fee for the selected Subscription Period (unless the Service Recipient is not obliged to pay for a given Subscription Period in accordance with the Price List).
2. Instead of completing the registration form with the data indicated in section 1 point 2 above, the Service Recipient may authenticate their data using the Service Recipient's account on one of the websites indicated in the registration form.
3. Immediately after confirming the submission of the form and making the payment of the fee for the selected Subscription Period (if required), the Service Recipient gains access to the Service Recipient's Panel in the Application.
4. Upon obtaining access to the Service Recipient's Panel, the Service Provider and the Service Recipient conclude an Agreement for an indefinite period.
5. After gaining access to the Service Recipient's Panel, the Service Recipient may configure it, including integrating the Application with the hybrid television (HbbTV) service provided by the Service Recipient. The Service Recipient may configure the Application on their own or use a free, thirty minutes online consultation with the Service Provider for this purpose. For further support in the configuration of the Application, the Service Provider may charge a fee.
6. If the next Subscription Period is not paid, the Service Provider shall suspend making the Application available to the Service Recipient until the Service Recipient purchases the next Subscription Period.
7. After six months from the date of completion of the last Subscription Period paid by the Service Recipient, the Agreement expires, and the Service Recipient's data is deleted.

§ 6.
License

1. Upon making the Application available to the Service Recipient, the Service Provider grants the Service Recipient a license to use the Application (hereinafter: "**License**").
2. The license is non-exclusive.
3. The license is granted only for the term of the Agreement.
4. The Service Recipient may exercise the rights resulting from the License only on the territory of Polish.
5. The License authorizes the Service Recipient to use the Application only for purposes consistent with its intended purpose.
6. The Service Recipient's use of the Application in a manner exceeding the scope of the License is prohibited. It is forbidden to make any changes to the source code of the Application.
7. The granting of the License does not in any way affect the Service Provider's proprietary copyrights to the Application, including the ability of the Service Provider to exercise them on his own.

§ 7.

Use of the Application

1. The Service Recipient may use the following functionalities of the Application:
    1) designing contextual ads;
    2) displaying contextual advertisements to End Users using the hybrid television (HbbTV) service (including advertisements from external partners of the Recipient);
    3) conducting surveys among end Users on the level of satisfaction with the services provided by the Service Recipient;
    4) collecting statistical data on end users of the hybrid television (HbbTV) service provided by the Service Recipient.
2. In relations with End Users, the Service Recipient is obliged to comply with the provisions of generally applicable law (in particular the provisions of the Broadcasting Act, the Act on the provision of electronic services, the Civil Code, the provisions on the protection of consumer rights and the provisions on the protection of personal data) and to fulfil the obligations arising therefrom. In particular, the Service Recipient is obliged to provide the End Users with the information required by law and to obtain the required consents.
3. The Service Recipient is obliged to mark advertisements and other content addressed to end Users in accordance with the provisions of generally applicable law (in particular the provisions of the Broadcasting Act).
4. The Service Provider shall not be liable for the compliance of the actions taken by the Service Recipient with the use of the Application with the provisions of generally applicable law, including compliance with the law of the information created by the Service Recipient and consents made available to the End Users as part of the Application.
5. The Service Recipient may download data collected through the Application and save them on the device they use.
6. The data collected by the Service Recipient via the Application are stored for a period of six months from the date of the end of the last Subscription Period paid by the Service Recipient. After the end of the period indicated in the preceding sentence, the data is deleted.

§ 8.
Remuneration and settlements

1. The Service Provider is entitled to remuneration for each Subscription Period in which the Service Recipient had access to the Application and could use it as intended.
2. The Service Provider is entitled to remuneration for each commenced Subscription Period and is regardless of whether the Service Recipient used the Application during this Subscription Period.
3. The amount of remuneration for 1 (one) Subscription Period is specified in the Price List.
4. The remuneration is increased each time by the due value added tax (VAT) in the amount resulting from the applicable regulations.
5. The remuneration for the respective Subscription Period is payable in advance, prior to the start of the Subscription Period.
6. The remuneration is paid using the payment system made available within the Application.
7. After receiving the remuneration, the Service Provider issues an invoice to the Service Recipient and makes it available by:
    1) placement in the Service Recipient's Panel, and
    2) sending to the Service Recipient's e-mail address.
8. The Service Recipient agrees to make invoices available to him in the manner indicated in section 7 above.
9. In the event of the Service Recipient's delay in payment of the fee, the Service Provider is entitled to statutory interest for delay in commercial transactions, referred to in the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions.
10. Notwithstanding section 9 above, the Service Provider is entitled to suspend the provision of the Application to the Service Recipient until the Service Recipient has settled all outstanding monetary receivables.

§ 9.
Prohibited content

1. Each person (hereinafter: "**Applicant**") is entitled to report to the Service Provider Prohibited content spotted in the Application (hereinafter: "**Report**"). Notwithstanding, the Service Provider may apply the measures provided for in this § 9 to Prohibited content detected without receiving the Report.

2. The application may be made by e-mail to the address indicated in § 1 section 5 of the Terms and Conditions.

3. The Report should include the following information:
   1) a sufficiently substantiated explanation of the reasons why the content constitutes Prohibited content;
   2) a clear indication of the exact electronic location of the information and (where applicable) additional information to identify the Prohibited content, as appropriate to the type of Prohibited content and the functionality of the Application;
   3) name and surname or business 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 3-7 of Directive 2011/93/EU of the European Parliament and of the Council of 13 December 2011 on combating the sexual abuse and sexual exploitation of children and child pornography, replacing Council Framework Decision 2004/68/JHA;
   4) a statement confirming the Reporter's good faith belief that the information and allegations contained in the Report are correct and complete.

4. After receiving the Report, the Service Provider sends the Applicant confirmation of its receipt to the e-mail address indicated by the Applicant.

5. If the Request does not contain the elements indicated in section 3 above or contains errors, the Service Provider may request the Applicant to supplement or correct the Request within 14 (fourteen) days from the date of receipt of the above-mentioned request. If the Applicant fails to supplement or correct the Report within the time limit indicated in the preceding sentence, the Service Provider may leave the Report without consideration.

6. The Service Provider verifies the reported content within 14 (fourteen) days from the date of receipt of a complete and correct Report. As part of the verification activities, if necessary, the Service Provider may ask the Applicant to send the necessary additional information or documents.

7. Until the Report is recognized, the Service Provider may block the visibility of the Prohibited content.

8. After verifying the Application, the Service Provider:
   1) removes content that is Prohibited content;
   2) reinstate content that is not Prohibited content (if it has been blocked during the verification phase of the Report);
   - at the same time giving justification for the decision.

9. In the event of removal of content, the Service Provider shall immediately notify both the Applicant and the Service Recipient who created the removed content, providing the justification for the decision.

10. The justification of the Service Provider's decision includes:
    1) an indication of whether the decision includes the removal of content, blocking its visibility or imposes other measures referred to in the Terms in relation to this content and (where applicable) the territorial scope of the decision and its duration;
    2) the facts and circumstances on the basis of 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 on 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 content detected or identified using automated tools;

4) if the decision relates to potentially prohibited content, an indication of the legal basis or contractual basis on which the decision is based and an explanation of the reasons why the content is considered to be Prohibited content on that basis;

5) clear and friendly information for the Service Recipient and the Applicant on their options to appeal against the decision.

11. The Service Recipient whose content has been removed or the Applicant whom the Service Provider refuses to remove the reported content may appeal against the Service Provider's decision (hereinafter: "**Appeal**").

12. The Appeal may be submitted by e-mail to the address indicated in § 1 section 5 of the Terms and Conditions.

13. 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, the Service Provider's decision is erroneous and should be changed.

14. The Service Provider shall immediately confirm receipt of the Appeal by sending a notification to the e-mail address indicated by the appellant.

15. Appeals are considered within 14 (fourteen) days from the date of their receipt by an authorized team of the Service Provider (these activities will not be performed in an automated manner, without human participation).

16. The Service Provider notifies the appellant of the decision made because of considering the appeal by e-mail, and if at the same time it considers the submitted content to be prohibited – it takes actions against it provided for in the Terms and Conditions.

§ 10.
Support

1. In the event of irregularities in the functioning of the Application, the Service Recipient may use the support provided by the Service Provider.

2. To benefit from the support, the Service Recipient should submit a request to the Service Provider (hereinafter: "**Request**") including:
1) a description of the irregularities noticed;
2) the date of the irregularity;
3) circumstances of the irregularity.

3. The Request is made by e-mail.

4. If the Request is incomplete, the Service Provider may ask the Service Recipient to complete it.

5. After receiving the Request, the Service Provider performs a detailed analysis of the Request and then informs the Service Recipient of the actions necessary to remove the irregularities and the planned date of their removal.

6. A response to the Request is provided within 3 working days from the date of receipt by the Service Provider of the Request in a correct and complete form.

7. If the irregularities resulted in the complete prevention of using the Application for its intended purpose, the Service Provider may reduce the remuneration in proportion to the number of days of the irregularity.

§ 11.
Use of the Service Recipient's content

1. The Service Recipient consents to the Service Provider's use for commercial, informational and promotional purposes:
1) information about the cooperation established by the Parties under the Agreement;

2) the name, logotype and trademark of the Service Recipient;
3) anonymised statistical data concerning End Users using the hybrid television service (HbbTV) provided by the Service Recipient, including:
   a) the number of End Users;
   b) the effectiveness of ads targeted to End Users through the Application.
   c) engagement with HbbTV applications

2. The Service Recipient confirms that the Service Provider's use of the content indicated in section 1 above will not constitute a violation of the Service Recipient's trade secret within the meaning of the provisions of the Act of 16 April 1993 on combating unfair competition.
3. The Service Provider may use the content indicated in section 1 above in the following way:
   1) publish on the Service Provider's website and social media;
   2) be placed in press publications (both in paper and electronic press);
   3) include in presentations and promotional materials presented at public events and made available to the Service Provider's clients;
   4) include in the offers made available to the Service Provider's clients;
   5) include in reports made available to third parties for a fee or free of charge;
   6) use for the purpose of developing the Application.
4. After the termination of the Agreement, the Service Provider is entitled to continue using the content indicated in section 1 above for an indefinite period.

§ 12.
Termination

1. Each Party may terminate the Agreement with a notice period of 1 (one) month. If the end of the notice period falls during the Subscription Period, the Agreement shall be terminated at the end of that Subscription Period.
2. Termination of the Agreement does not release the Service Recipient from the obligation to pay remuneration for the Subscription Periods falling within the notice period.
3. The Service Provider may terminate the Agreement with immediate effect (without notice) in the event of:
   1) the Service Recipient's violation of the Terms and Conditions and failure to remedy this violation despite calling the Service Provider to remove the violation and setting a deadline of 7 (seven) days for this purpose;
   2) the Service Recipient's delay in payment of remuneration exceeding 10 (ten) days.
4. Termination of the Agreement requires the submission of a notice of termination to the other Party. The statement referred to in the preceding sentence may be sent to the other Party by e-mail and must be in documentary form under pain of nullity.
5. Immediately after the termination of the Agreement takes effect, the Service Provider suspends making the Application available to the Service Recipient and deletes the data stored therein.

§ 13.
Responsibility

1. The Service Provider shall not be liable for any damage suffered by the Service Recipient in connection with the use of the Application, which arose because of:
   1) Force majeure;
   2) actions of the Service Recipient, End User or third party for which the Service Provider is not responsible;
   3) use the Application in a manner inconsistent with the Terms and Conditions.
2. Any liability for damages from the Service Provider towards the Service Recipient is limited to the amount of USD 1,000.00 (one thousand US dollars) and covers only damages in the form of actual loss.

3. The Service Provider's liability towards the Service Recipient for damage in the form of lost profits is completely excluded.

§ 14.
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 beyond the scope of the License is prohibited.

§ 15.
Processing of personal data

1. Information on the processing of personal data by the Service Provider can be found in the Privacy Policy, constituting Appendix No. 1 to the Terms and Conditions.
2. The terms and conditions of entrusting the Service Recipient with the processing of personal data by the Service Recipient are specified in the Entrustment Terms and Conditions, constituting Appendix No. 2 to the Terms and Conditions.

§ 16.
Price list

1. The current Price list is available on request at contact@alibee.ai.
2. The Price list may provide that in some cases the use of the Application by the Service Recipient for a specified period is free of charge.
3. The Service Provider may change the Price list at any time.
4. A change in the Price list does not constitute a change in the Terms and Conditions.
5. The change in the Price list does not in any way affect the amount of remuneration for the Subscription Period purchased by the Service Recipient before the change of the Price list.

§ 17.
Changes to the Terms and Conditions

1. The Service Provider may amend the Terms and Conditions in the event of:
    1) changes to the Service Provider's data;
    2) change the Service Provider's business;
    3) changes in the Service Provider's business model;
    4) make a technical modification of the Application, requiring adaptation of the provisions of the Terms and Conditions to them;
    5) legal obligation to make changes, including the obligation to adapt the Terms and Conditions to the current legal status.
2. The Service Provider is obliged to inform the Service Recipient about the amendment to the Terms and Conditions no later than 10 (ten) days before the changes come into force by:
    1) publishing the amended Terms and Conditions in the Application, and
    2) sending the amended Terms and Conditions in electronic form to the Service Recipient's e-mail address.

3. Within 7 (seven) days from the date of notification of the amendment to the Terms and Conditions by the Service Provider, the Service Recipient is obliged to submit a statement of acceptance of the amendment to the Terms and Conditions or termination of the Agreement. Failure by the Service Recipient to submit any of the above-mentioned statements within the time limit specified in section 3 shall be deemed to be the submission by the Service Recipient of a statement of acceptance of the amendment to the Terms and Conditions.

4. The Service Recipient who does not agree to the amendment of the Terms and Conditions may terminate the Agreement with one month's notice. To the termination of the Agreement in the manner specified in this section 4, the provisions of § 12 of the Terms and Conditions shall apply accordingly.

§ 18.
Governing Law

The applicable law for the Terms and Conditions and the Agreement is the Polish law.

§ 19.
Dispute resolution

In the event of a dispute arising from the performance, non-performance or improper performance of the provisions of the Terms and Conditions or the Agreement, the court competent to resolve it will be the common court with jurisdiction over the permanent place of business activity of the Service Provider.

§ 20.
Final provisions

1. An integral part of the Terms and Conditions are the following Appendices:
    1) Appendix No. 1 – Privacy Policy;
    2) Appendix No. 2 – Entrustment Terms and Conditions.
2. The current version of the Terms and Conditions is effective from 13.03.2025 r.