

## Terms and conditions of app.activenow.io

### 1. Introduction

- 1.1. The Terms and Conditions (defined below) set out the terms and conditions for the provision of Services by ActiveNow sp. z o. o. with its registered office in Warsaw (00-640) at ul. Mokotowska 1, KRS: 0000754602, NIP: 7010889131, REGON: 381633773 (hereinafter referred to as the "Service Provider") to Users (defined below) and the conclusion of Agreements between the Service Provider and Users.
- 1.2. The Terms and Conditions are addressed to Users.
- 1.3. The Terms and Conditions constitute the general terms and conditions of the Agreement.

### 2. Definitions

Definitions written in capital letters in the Terms and Conditions shall have the meanings given to them below:

- 2.1. **Admin** – means a User who is not a Consumer (i.e. a natural person, legal person or organisational unit without legal personality, which is granted legal capacity by law, conducting business activity on its own behalf), who has an Admin Account on the Website.
- 2.2. **Price List** – the price list for Services provided to Admins, available at <https://activenow.io/en/pricing/>.
- 2.3. **Contact Details** – means the Service Provider's contact details which the User can use to contact the Service Provider, i.e.: mailing address: ul. Mokotowska 1, 00-640 Warsaw, e-mail address: [contact@activenow.io](mailto:contact@activenow.io), telephone: +48 22 602 20 25.
- 2.4. **Registration Form** – means the form that the User fills in to create an Account.
- 2.5. **Account** – means a service provided electronically by the Service Provider to the User within the Website, providing the functionalities described in point 4, to which the User gains access using an individual login (e-mail address) and password.
- 2.6. **Free Account** – means an Account other than that specified in point 2.7. below.
- 2.7. **Premium Account** – means a paid Account with full access to all the functionalities of the Admin Account.
- 2.8. **Customer** – means a User who is a Consumer and has a Customer Account on the Website.
- 2.9. **Consumer** – means a natural person with full legal capacity who performs a legal transaction with an entrepreneur not directly related to their business or professional activity.
- 2.10. **Subscription Period** – means a period of 1 month or 12 months for which the Admin holding a Premium Account has paid the Remuneration.
- 2.11. **Account Confirmation** – means an e-mail sent by the Service Provider to the User's e-mail address, confirming the creation of the Account.
- 2.12. **Premium Account Confirmation** – means an e-mail sent by the Service Provider to the Admin's e-mail address, confirming the conclusion of the Premium Account Agreement based on the Price List in force on the date of conclusion of this Agreement.
- 2.13. **Consumer Law** - the Polish Consumer Rights Act of 30 May 2014.

- 2.14. **Entrepreneur with consumer rights** – means a natural person concluding an Agreement directly related to their business activity, when the content of this Agreement indicates that it is not of a professional nature for this person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.
- 2.15. **Terms and Conditions** – means these Terms and Conditions.
- 2.16. **GDPR** – means 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)
- 2.17. **Website** – means the website at <https://app.activenow.io>.
- 2.18. **Agreement** – means the agreement concluded between the Service Provider and the User for the provision of Services within the Website.
- 2.19. **Free Account Agreement** – means an Agreement concluded between the Service Provider and the User other than that specified in section 2.18. below.
- 2.20. **Premium Account Agreement** – means an Agreement concluded between the Service Provider and the Admin via the Admin Account, on the basis of which the Admin obtains access to all the functionalities of the Admin Account for the Subscription Period in return for Remuneration.
- 2.21. **Services** – means digital services provided by the Service Provider electronically, described in sections 4 and 8.
- 2.22. **User** – means the Admin and the Customer, i.e. whenever the Terms and Conditions refer to the "User", this should be understood to mean both the Admin and the Customer.
- 2.23. **Remuneration** – means the remuneration due to the Service Provider for the provision of Services under the Premium Account Agreement, in accordance with the Price List. The remuneration varies depending on the maximum number of active participants allowed under the Premium Account.

### 3. General provisions

- 3.1. The Terms and Conditions have been drawn up in Polish and translated to English, in accordance with Polish law.
- 3.2. The Terms and Conditions, together with the attached model statement of withdrawal from the Agreement, are available free of charge on the Website at <https://activenow.io/> in a manner that allows it to be obtained, recorded and reproduced (including in pdf format) using the ICT system used by the User, and will also be delivered to the User who is a Consumer in pdf format, together with the attached model statement of withdrawal from the Agreement, attached to the Account Confirmation.
- 3.3. The User is obliged to provide true data in order to use the Website. Creating a false Account, in particular one not intended for use of the Website, is prohibited.
- 3.4. The Service Provider ensures the functioning of the Website in the following browsers: Google Chrome 21 or newer, IE 10 or newer, Firefox 28 or newer, Safari 6.1 or newer, Opera 12.1 or newer, or mobile versions of iOS Safari, Chrome, Firefox, and Opera Mini. The use of third-party software that affects the functioning of the above-mentioned browsers may affect the correct display of the

Website. The use of such software is at the User's own risk, and in order to obtain the full functionality of the Website, it is recommended to uninstall or disable it.

- 3.5. In order to use the Website, including the services provided electronically by the Service Provider, the User must have:
  - a) a device with Internet access enabling the use of Internet resources,
  - b) an active e-mail account,
  - c) a web browser enabling the display of web pages. It is recommended to use one of the browsers listed in section 3.4 with the "cookies" option enabled.
- 3.6. The Service Provider shall not be liable for any malfunctions resulting from the User's failure to meet the technical requirements.
- 3.7. The fulfilment of certain technical requirements specified in section 3.5 above may involve the incurrance of fees, in particular for accessing the Internet. All costs related to the fulfilment of technical requirements shall be borne by the User.
- 3.8. The User is also obliged to refrain from any actions that may hinder access to the Website by other Users and from actions that disrupt or prevent the functioning of the Website and the Services provided within it.
- 3.9. The User may use the Services provided by the Service Provider only for purposes consistent with generally applicable law and good manners.
- 3.10. The User is prohibited from:
  - a) providing content of an unlawful nature, including content contrary to the principles of social coexistence,
  - b) sending unsolicited commercial information within the meaning of Article 10 of the Act of 18 July 2002 on the provision of electronic services,
  - c) using the Website in a manner that hinders its functioning or is burdensome for the Service Provider.
- 3.11. If the User violates the prohibitions or orders specified in points 3.3, 3.8, 3.9 and 3.10 above, the Service Provider shall be entitled to terminate the Agreement with immediate effect. Termination of the Premium Account Agreement for the reasons specified in the first sentence does not require the return to the Admin of the Remuneration paid for the Subscription Period during which the termination took place.
- 3.12. If the User posts content that violates points 3.8, 3.9 and 3.10, the Service Provider may remove such content.
- 3.13. The Service Provider uses cryptographic protection of electronic transfers and digital content by applying appropriate logical, organisational and technical measures, in particular to prevent third parties from accessing data, including SSL encryption, the use of access passwords and anti-virus or anti-malware software.
- 3.14. The Service Provider informs that despite the use of the security measures referred to in point 3.13 above, the use of the Internet and services provided electronically may be at risk of harmful software entering the User's ICT system and device, or third parties gaining access to data stored on that

device. In order to minimise the aforementioned risk, the Service Provider recommends that the User use anti-virus software or measures to protect their identity on the Internet.

- 3.15. The Service Provider is entitled to leave so-called "cookies" or other files with a similar purpose on the User's device.
- 3.16. The Service Provider reserves the right to interrupt the operation of the Website for up to 24 hours, of which Users will be informed in advance by an appropriate message on the Website.
- 3.17. Acceptance of the Terms and Conditions is voluntary, however, if the User does not accept the Terms and Conditions, they are not entitled to use the Services on the Website.
- 3.18. The information posted on the Website by the Service Provider does not constitute an offer within the meaning of the Civil Code Act of 23 April 1964, but only an invitation to conclude a contract.

#### **4. Services and Remuneration**

4.1. The Website provides tools enabling:

- a) manage a school offering extracurricular activities through the Admin Account
- b) planning extracurricular activities and providing general school services through appropriate Customer Accounts - for the activity leader and receptionist
- c) enrolment for classes and communication with the school via the Customer Account – participant.

4.2. The Service Provider allows users to create a Free Account or a Premium Account on the Website. Only the Admin can create a Premium Account.

4.3. As part of the Admin Account, the Admin can access features dedicated to owners of schools offering extracurricular activities, in particular:

- a) Calendar management – a feature that allows you to keep a class calendar, enabling you to enter classes by selecting the type, location, instructor and level,
- b) Participant management – a feature that displays a list of class participants with their payment status, with the option to sort them by selected category and send e-mails or text messages to all or specific participants,
- c) Instructor management – a feature that displays a list of instructors with the option to send e-mails or text messages to all or selected instructors,
- d) Settings – a feature that allows you to change your Account settings.

4.4. As part of the Customer Account – participant, the User gains access to functionalities dedicated to customers of schools conducting extracurricular activities, in particular:

- a) Upcoming classes – a feature providing access to information about upcoming classes,
- b) Make-up classes – a feature providing access to information about the possibility of making up classes (availability of the feature depends on the Admin's decision),
- c) Settlement – functionality consisting in access to information about the payment status, whereby the loss of the Premium Account by the Admin to whose school the Customer – participant attends results in the loss of all functionalities of the Customer – participant's Account within that school.
- d) My data – a feature that allows you to change your data in your Customer Account.

- 4.5. Within the Customer Account – instructor, the User gains access to functionalities dedicated to persons conducting extracurricular activities, in particular:
  - a) Attendance – a feature enabling the verification of attendance at classes.
- 4.6. As part of the Receptionist Account, the User gains access to the functionality provided for a given Admin Account, limited by that Admin according to their needs.
- 4.7. The creation of a Free Account and the provision of Services within the Free Account by the Service Provider is free of charge. This applies to the Customer Account and the Admin Account, which is not a Premium Account.
- 4.8. The creation of an Admin Account and the provision of Services within the Admin Account by the Service Provider may be free of charge (Free Account) or paid (Premium Account) - for the Remuneration specified in the Price List in the form of a subscription fee for the Subscription Period. The Remuneration amounts specified in the Price List are net amounts.
- 4.9. As part of free access to the Free Account, the Admin receives access to a limited number of functionalities available within the Admin Account.
- 4.10. As part of paid access to the Premium Account, the Admin receives access to all functionalities within the Admin Account.
- 4.11. The Price List describes in detail the functionalities provided for each type of Admin Account and the prices for using each package. The Price List valid at the time of conclusion of the Agreement shall remain in force throughout the Subscription Period. A change in the Price List does not require an amendment to the Terms and Conditions and shall apply to each Admin from the Subscription Period immediately following the Subscription Period during which the change occurred.
- 4.12. The amount of the Remuneration for using the Premium Account depends on the maximum number of active participants. If the maximum number of participants in a given package is exceeded during the Subscription Period, the Admin is obliged to pay the Remuneration for a higher package starting from the day of exceeding this limit in the Subscription Period, and therefore to supplement the previously paid Remuneration in the amount resulting from the ratio of the number of days remaining to be used in a given Subscription Period to the number of days of the entire Subscription Period multiplied by the difference between the Remuneration for the previous and the new package.
- 4.13. Payment of the Remuneration is made via the Straal electronic payment system (the payment operator is Straal Sp. z o.o. with its registered office in Warsaw, 00-844, Plac Europejski 1, entered in the Register of Entrepreneurs kept by the District Court in Warsaw, 12th Commercial Division of the National Court Register under number 0000694017, NIP: 527-282-05-82, REGON: 368238452.). The Remuneration is collected for the next Subscription Period automatically by the Service Provider via the payment card whose details have been entered by the Admin. The supplementary Remuneration referred to in point 4.12 above is collected automatically by the Service Provider via the payment card whose details have been entered by the Admin, or is made by bank transfer after the Admin has been informed by the Service Provider of the need for an additional payment and the Admin has agreed to this method of payment of the Remuneration.
- 4.14. The Admin may use all the features of the Premium Account for the Subscription Period after the payment has been credited by the Service Provider.

- 4.15. The Premium Account Agreement may be concluded at any time during the use of the Website. The Remuneration shall be paid in advance for the Subscription Period. If the Admin fails to make the payment for the next period, after the expiry of the Subscription Period, the Admin may use the functionalities available within the free Admin Account.
- 4.16. Each new Admin receives free access to a Premium Account for a period of 14 days (trial period). After the expiry of the above-mentioned period, such an Account becomes a free Admin Account without access to all functionalities, unless the Admin decides to continue using the Premium Account and concludes a Premium Account Agreement with the Service Provider and provides the Website with the relevant payment card details from which the Remuneration will be collected.

## **5. Creating an Account and terminating the Agreement**

- 5.1. The User may use the Website's functionalities only through the Account.
- 5.2. In order to conclude an Agreement between the Service Provider and the User, it is necessary for the User to correctly complete the Registration Form and activate the "Register" button below the Registration Form.
- 5.3. After activating the button referred to in point 5.2, the User will receive an Account Confirmation to the email address provided in the Registration Form.
- 5.4. A Customer Account can only be created after the Customer receives an invitation in the form of a web link from the relevant Admin.
- 5.5. Upon registration, an Agreement for an indefinite period is concluded between the Service Provider and the User.
- 5.6. In the Registration Form, the User provides a password that they will use to access the Account resources. The login is the email address provided in the Registration Form. The login (email address) may be changed by the Service Provider at the User's request submitted using the Contact Details. The User is not entitled to disclose the password to a third party.
- 5.7. Logging into the Account is done using the email address and password provided in the Registration Form.
- 5.8. In order to conclude a Premium Account Agreement between the Service Provider and the Admin, the Admin must enter their payment card details in the designated place on the Website and accept the Service Provider's right to collect the Remuneration in accordance with the relevant package indicated in the Price List. In particularly justified cases, the Service Provider may agree to conclude a Premium Account Agreement without the Admin entering their payment card details on the Website, subject to the Admin paying the Remuneration in advance for the period specified by the Service Provider. After concluding the Premium Account Agreement, the Admin will receive a Premium Account Confirmation to the email address provided in the Registration Form.
- 5.9. The Agreement may be terminated by the User at any time, without giving reasons, with 14 days' notice, by e-mail to the address indicated in the Contact Details, subject to point 5.11.
- 5.10. Termination by the Admin of the personal data processing agreement concluded with the Service Provider is tantamount to termination of the Agreement by the Admin.

- 5.11. Termination of the Premium Account Agreement by the Admin does not result in the obligation to return to the Admin the Remuneration paid for the Subscription Period during which the termination took place. The Admin may use the Premium Account until the end of the current Subscription Period, unless otherwise agreed with the Service Provider. If the Admin has expressed such a wish, the Admin and the Service Provider shall be bound by the Premium Account Agreement until the end of the Subscription Period during which the termination took place, and by the Free Account Agreement from the day following the end of the Subscription Period.
- 5.12. Removing payment card details from the Website shall be treated as termination of the Premium Account Agreement by the Admin with effect from the end of the Subscription Period during which the details were removed. In such a situation, the Admin and the Service Provider shall be bound by the Free Account Agreement from the day following the end of the Subscription Period referred to in the previous sentence, unless the Admin has also submitted a statement of termination of the Agreement.
- 5.13. The Service Provider shall be entitled to terminate the Agreement concluded with the User without giving reasons, subject to a 14-day notice period, by sending an email to the User's email address provided in the Registration Form. In the event of termination in accordance with the first sentence of the Premium Account Agreement, the Service Provider shall refund to the Admin a portion of the Remuneration paid for the Subscription Period, corresponding to the number of days of the Premium Account Agreement remaining in the given Subscription Period. This provision shall apply accordingly in the event that the Admin makes an advance payment for more than one Subscription Period or for another period.
- 5.14. The Service Provider shall be entitled to terminate the Agreement with immediate effect in the cases provided for in the Terms and Conditions and generally applicable legal regulations, by sending an e-mail to the User's e-mail address provided in the Registration Form.
- 5.15. Termination of the Agreement results in the deletion of the Account. Termination of only the Premium Account Agreement, with the Admin expressing their willingness to continue to be bound by the Free Account Agreement, does not result in the deletion of the Account, but only in the loss of the functionalities associated with having a Premium Account.
- 5.16. The Service Provider reserves the right to terminate the Agreement and delete the Account in the event of a reasonable suspicion that it was not created for the purpose of the User using the Service Provider's services (fictitious account). Before deleting the Account, the Service Provider shall make at least two attempts to contact the User at the e-mail address and telephone number provided in the Account (if indicated).

## **6. Right to withdraw from the Agreement**

- 6.1. A Consumer or an Entrepreneur with consumer rights may withdraw from the Agreement without giving any reason within 14 days from the date of its conclusion. After this period, the person loses the right to withdraw from the Agreement.
- 6.2. In order to exercise the right to withdraw from the Agreement, the person referred to in point 6.1 above should inform the Service Provider: ActiveNow sp. z o. o. with its registered office in Warsaw,

ul. Mokotowska 1, 00-640 Warsaw, e-mail address: [contact@activenow.io](mailto:contact@activenow.io), telephone: +48 22 602 20 25, of their decision to withdraw from the Agreement by means of an unequivocal statement (e.g. a letter sent by post or e-mail).

- 6.3. The right to withdraw from the Agreement referred to in point 6.1 may be exercised using the form referred to in Appendix 2 to the Consumer Law or the form available on the Website and constituting Appendix 1 to the Terms and Conditions, or in any other form of your choice. In such a situation, the Service Provider is obliged to send a message to the person withdrawing from the Agreement confirming receipt by the Service Provider of the statement of withdrawal from the Agreement to the address/e-mail address from which the statement was received. The date of the postmark or sending of the e-mail shall determine whether the withdrawal deadline has been met. The Service Provider's address to which the statement of withdrawal should be sent is indicated in the Contact Details and in point 6.2 above.
- 6.4. The provisions of this chapter ("6. Right to withdraw from the Agreement") do not apply to Admins who are not Consumers or Entrepreneurs with consumer rights.
- 6.5. In the event of withdrawal from the Agreement by an Admin who is an Entrepreneur with consumer rights, the Service Provider shall refund the payments received to that Admin immediately, and in any case no later than 14 days from the date on which it receives the decision to exercise the right to withdraw from the Agreement. The Service Provider shall refund the payment using the same payment methods as those used by the Admin who is an Entrepreneur with consumer rights in the original transaction, unless they agree to a different solution. No additional fees shall be charged in connection with this refund.

## **7. Complaints, warranty and liability**

- 7.1. The Service Provider is obliged to provide services with due diligence.
- 7.2. Complaints about Services provided by the Service Provider under the Agreement (digital services provided electronically) may be submitted by the User in writing to the address indicated in the Contact Details or to the e-mail address indicated therein. The complaint should contain a concise description of the situation and the User's requests or suggestions. The above requirements are only recommendations and are intended to facilitate the Service Provider's consideration of the complaint. Failure by the User to meet the above requirements shall not affect the time and manner of consideration of the complaint, subject to point 7.4.
- 7.3. The complaint will be considered within 14 days from the date of its receipt by the Service Provider. Failure to respond to a complaint from a User who is a Consumer within the time limit specified in the first sentence shall mean that the complaint has been accepted by the Service Provider. If the complaint is not accepted, the User will receive a statement that the complaint is unfounded. The response to the complaint will be sent to the User in writing or to the e-mail address provided in the Registration Form.
- 7.4. If the complaint needs to be supplemented, in particular if it is unclear which Account it concerns, what problem the User is reporting or what their suggestions are for solving the problem, the Service Provider may, within the time limit specified in point 7.3, initially refuse to accept the complaint for the

reasons indicated above and request the User to supplement the complaint, indicating the issues which, in its opinion, require clarification. In such a situation, the time limit for considering the supplemented complaint is 14 days from the date of its receipt by the Service Provider.

- 7.5. The Service Provider informs that it is liable to the Consumer and the Entrepreneur with consumer rights for non-compliance with the Agreement of a digital service provided on a continuous basis, which occurred or became apparent at the time when, according to the Agreement, it was to be provided. If the digital service is not in conformity with the Agreement, the Consumer or Entrepreneur with consumer rights may demand that it be brought into conformity with the Agreement on the terms specified in the Consumer Law.
- 7.6. The Service Provider hereby informs the User of their obligation to cooperate with the Service Provider, to a reasonable extent and using the least burdensome technical means for the User, in order to determine whether the lack of conformity of the digital service with the Agreement at the relevant time is due to the characteristics of the User's digital environment.
- 7.7. It is presumed that the digital service was not in conformity with the Agreement at that time if it became apparent at that time. However, this presumption shall not apply if the User's digital environment is not compatible with the technical requirements that the Service Provider has clearly and comprehensibly informed the User of prior to the conclusion of the Agreement (in particular the requirements specified in sections 3.4 and 3.5 of the Terms and Conditions), as well as in the event of the User's failure to perform the obligation specified in point 7.6 above.
- 7.8. The Service Provider shall be liable to an Admin who is not an Entrepreneur under consumer rights for damage resulting from the non-performance or improper performance of its obligations under the Agreement only if the damage is caused by the Service Provider's intentional fault and is limited to the amount of the lowest Remuneration for one Subscription Period specified in the Service Provider's offer.
- 7.9. If the action or omission of the Service Provider resulting in damage constitutes non-performance or improper performance of any of the Service Provider's obligations under the contract (contractual liability), an Admin who is not an Entrepreneur with consumer rights shall not be entitled to claim damages for a tortious act (tort liability).
- 7.10. The provision of point 7.9 above shall not apply to personal injury.

## **8. Services provided electronically**

- 8.1. The Service Provider provides the following services to Users free of charge by electronic means:
  - a) Registration Form,
  - b) Account.
- 8.2. The services specified in point 8.1 above are provided 7 days a week, 24 hours a day.
- 8.3. The Service Provider reserves the right to select and change the type, form, time and manner of providing access to the services, of which it shall inform Users in a manner appropriate for amendments to the Terms and Conditions.
- 8.4. The Registration Form service enables the conclusion of the Agreement and the creation of an Account.

- 8.5. The Account service enables the User to use the functionalities provided for a given type of Account.
- 8.6. The User may use the services provided by the Service Provider only for purposes consistent with generally applicable law and good manners.

## **9. Personal data**

- 9.1. The administrator of personal data collected within the Website is the Service Provider, i.e. ActiveNow sp. z o. o. with its registered office in Warsaw (00-640) at ul. Mokotowska 1, KRS: 0000754602, NIP: 7010889131, REGON: 381633773, e-mail address: [contact@activenow.io](mailto:contact@activenow.io), telephone: +48 22 602 20 25.
- 9.2. The Service Provider declares that it processes personal data in accordance with the provisions of the GDPR.
- 9.3. The Service Provider provides detailed information on the processing and protection of personal data in the form of an information clause, available at <https://activenow.io/legal/> and in the form of interactive links displayed before the conclusion of the Agreement.
- 9.4. In order to use the Account, it is necessary to read the information clause and submit a statement confirming that you have read and accepted the content of the clause.
- 9.5. In order to properly perform the Agreement, the Service Provider also processes, on behalf of the Admins, the personal data of Customers provided by them, which requires the conclusion of a data processing agreement between the Service Provider and the Admin. A template of the agreement is available at <https://activenow.io/legal/>. In this case, the Service Provider acts as a personal data processor on behalf of the data controller, which is the Admin.
- 9.6. The Admin acknowledges that the Service Provider conducts image, marketing and educational activities. For this purpose, the Admin grants the Service Provider a free licence to use the Admin's logo, logotype and all business signs for an indefinite period, whereby such licence may be revoked by the Admin at any time, with effect from the end of the following month, by means of a written statement or by sending an email to [contact@activenow.io](mailto:contact@activenow.io). The licence is established for the following fields of exploitation and also authorises the Service Provider to use derivative works to the following extent: in all possible fields of exploitation, including copying and any modification by digital or printing methods, use of digitised versions, copies of the work, their reproduction and sharing, in graphics and film (audiovisual works) to the widest possible extent. The Service Provider (as the licensee) may authorise other persons, including related entities, to use the above-described work within the scope of the licence obtained (Sublicence). The licence authorises the Service Provider to use the above-described work anywhere, including on the Internet. If the Admin is not authorised to grant a licence within the scope described above, they are obliged to notify the Service Provider of this fact in advance.

## **10. Final provisions**

- 10.1. In order to create an Account and use the services provided electronically, it is necessary to accept the provisions of these Terms and Conditions.

- 10.2. In matters not covered by these Terms and Conditions, the provisions of generally applicable law shall apply, including in particular the provisions of the Act of 23 April 1964 Polish Civil Code (Journal of Laws 1964, No. 16, item 93, as amended), the Act of 30 May 2014 on consumer rights (Journal of Laws 2014, item 827), the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2013, item 1422) and the GDPR.
- 10.3. Disputes arising from contracts concluded in accordance with the Terms and Conditions with a User who is not a Consumer shall be settled by a common court competent for the seat of the Service Provider.
- 10.4. The Service Provider reserves the right to amend the Terms and Conditions. Amendments to the Terms and Conditions shall come into force 14 days after their publication. Administrators shall be notified of amendments to the Terms and Conditions by means of a message sent to the e-mail address provided in the Registration Form 14 days before the amended Terms and Conditions come into force. The administrator accepts or refuses to accept the amended Terms and Conditions within the above-mentioned period. Failure to decide whether to accept or refuse to accept the amended Terms and Conditions by the date of their entry into force shall be tantamount to consenting to the amendments to the Terms and Conditions. In the event of refusal to accept the amended Terms and Conditions within the above-mentioned period, the Admin shall be deemed to have terminated the Agreement with immediate effect, resulting in the deletion of the Account. In the event of termination of the Premium Account Agreement in accordance with the preceding sentences, the Service Provider shall refund to the Admin a portion of the Remuneration paid for the Subscription Period, corresponding to the number of days of the Premium Account Agreement remaining in the given Subscription Period. This provision shall apply accordingly in the event that the Admin makes an advance payment for more than one Subscription Period or for another period.
- 10.5. The Customer has the option of using out-of-court methods of dealing with complaints and pursuing claims. Detailed information on the possibility for the Customer to use extrajudicial means of dealing with complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Trade Inspection Inspectorates and on the website of the Office of Competition and Consumer Protection ([www.uokik.gov.pl](http://www.uokik.gov.pl)). The Customer may use the online dispute resolution (ODR) platform available at <http://ec.europa.eu/consumers/odr/>.
- 10.6. The Service Provider is entitled to assign its rights and obligations towards the User, including any legal relationships arising from the User's acceptance of these Terms and Conditions and resulting from the provision of Services by the Service Provider to the User. The User is not entitled to assign their rights and obligations binding them to the Service Provider to another entity, unless the Service Provider gives its prior written consent.
- 10.7. These Terms and Conditions shall be effective as of 11 April 2023.

**MODEL WITHDRAWAL FORM**

(this form should be completed and returned only if you wish to withdraw from the contract)

Activenow sp. z o.o.  
ul. Mokotowska 1  
00-640 Warsaw  
NIP 701 088 91 31  
KRS 0000 754 602  
e-mail: [contact@activenow.io](mailto:contact@activenow.io)

**DECLARATION OF WITHDRAWAL FROM THE CONTRACT**

I hereby inform you of my withdrawal from the contract for the provision of the following service:

- Date of conclusion of the Agreement: .....
- User's first and last name: .....
- User's address: .....
  
- Date: .....

.....

Signature

*(only if the form is sent in paper form)*