

The possibility of placing an Order for Products in the Online Store is only available to entrepreneurs: natural persons running a sole proprietorship who place Orders directly related to their business activity for whom the Order is of a professional nature, partners of a civil partnership in the scope of their economic activity, legal persons or organizational units not being a legal person, to which special provisions grant legal capacity, which means that the Service Provider DOES NOT PROVIDE the services specified as the Product indicated in detail in the Online Store, neither to Consumers nor Consumers-Entrepreneurs.

CHAPTER I - DEFINITIONS:

The terms used in these Regulations mean:

1. **Service Provider** - APPDNA Sp. z o. o. with its seat at: ul. Kapelanka 12, 30-347 Kraków, Poland, entered into the Register of Entrepreneurs of the National Court Register by the District Court for Kraków - Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS number 0000699038, NIP: 6783170424, REGON 368512692, contact phone: +48 539 301 277, every day on Business Days between 11 and 14 (connection fee according to the operator's tariff), e-mail: office@appdna.co;
2. **Online Store** - an online platform run by the Service Provider at the URL: www.appdna.co enabling the conclusion of Product Sales Agreements;
3. **Ordering Party** - a natural person running a sole proprietorship who is not a Consumer-Entrepreneur, partners of a civil partnership in the scope of their business activity, a legal person or an organizational unit that is not a legal person, the specific provisions of which grant legal capacity, placing an Order within the Online Store;
4. **User** - any person using the website of the Online Store;
5. **Product** - packages of advisory and consulting services provided by the Service Provider, diversified in terms of the scope of services and the period of their use, offered for sale in the Online Store;
6. **Product page** - a single subpage of the Online Store, which provides detailed information about the Product;
7. **Price** - the net price for the Product offered in the Online Store;
8. **Order** - the Ordering Party's declaration of will submitted via the Online Store, indicating the Product selected by the Ordering Party or a set of Products, submitted in accordance with these Regulations;
9. **Working days** - days of the week from Monday to Friday, excluding public holidays;
10. **Sales contract** - a contract for the sale of a Product within the meaning of the Civil Code concluded between the Service Provider and the Ordering Party using the Online Store, i.e. concluded using means of distance communication;
11. **Consumer** - a natural person who performs a legal transaction with an entrepreneur not related directly to his business or professional activity, as defined in art. 22 (1) The Civil Code;
12. **Consumer-Entrepreneur** - a person running a sole proprietorship concluding a Sales Agreement related directly to his business or professional activity, but not having a professional character for him, resulting in particular from the subject of his business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity;
13. **Civil Code** - the Act of April 24, 1964, the Civil Code (consolidated text, Journal of Laws of 2020, item 1740, as amended);
14. **Consumer Act** - the Act of 30 May 2014 on consumer rights (consolidated text: Journal of Laws of 2020, item 287, as amended);
15. **Act on the provision of electronic services** - the Act of 18 July 2002 on the provision of electronic services (consolidated text, Journal of Laws of 2020, item 344, as amended);
16. **Regulations** - these regulations of the Online Store.

CHAPTER II - GENERAL PROVISIONS:

1. Placing an Order for Products offered in the Online Store and the implementation of the Sales Agreement take place on the basis of these Regulations and generally applicable law. These Regulations are the regulations referred to in Art. 8. The Act on the provision of electronic services.
2. The information provided in the Online Store (in particular regarding the Prices) does not constitute an offer within the meaning of Art. 66 of the Civil Code, they are only an invitation to tender specified in Art. 71 of the Civil Code.
3. All prices listed on the Online Store website are expressed in US dollars (USD) and are net prices, which means that they do not include value added tax (VAT).
4. It is forbidden to use the Online Store or the website www.appdna.co by Users to send unsolicited commercial information, the so-called spam within the meaning of the Act on the provision of electronic services, as well as

the use of the Online Store in a manner that is against the law, decency, violating the personal rights of third parties or the legitimate interests of the Service Provider.

5. In order to use the Online Store, the User should obtain access to a computer station or other end device with Internet and e-mail access. Using the Online Store is possible for the User who has the following equipment:
 - a. A PC or other device with Internet access (e.g. a tablet or a smartphone);
 - b. Internet access;
 - c. internet browser, e.g. Firefox, Internet Explorer or Google Chrome or other, or any operating system with which the tablet or smartphone is equipped;
 - d. an active e-mail account.
6. Direct contact with the Service Provider is possible by phone, e-mail or using the contact form available in the Online Store, and all contact details are provided in these Regulations and in the Online Store in the tab **Contact**.

CHAPTER III - ELECTRONICALLY PROVIDED SERVICES:

1. Services provided electronically on the basis of these Regulations consist in enabling Users to conclude Sales Agreements in the Online Store. These services are provided 24 hours a day, 7 days a week. These services are free of charge for Users.
2. Users of the Online Store may not post or share content that could in any way infringe the personal rights of third parties or the Service Provider, or violate any other rights of third parties, including copyrights, industrial property rights, business secrets. It is also forbidden for Users to post any offensive content that violates good manners, legal provisions or social norms, or content containing any personal data of third parties without their consent, as well as advertising content.
3. The contract for the provision of electronic services by the Service Provider is concluded for a definite period of time until the date of payment of the Price for the Product. The user may terminate this agreement at any time free of charge. Termination of the contract for the provision of electronic services by either party shall not affect the performance of already concluded Sales Agreements, unless the parties agree otherwise.
4. The Service Provider makes every effort to ensure the proper and uninterrupted operation of the Online Store. In the event that the services offered by the Service Provider indicated in these Regulations, e.g. are inconsistent with it, the website does not work properly, the User has the right to file a complaint. Users are asked to submit a complaint in electronic form to the following e-mail address: office@appdna.co Users are asked, in order to improve the complaint handling process, to indicate in the complaint their personal data, contact phone number or e-mail and to describe objections raised.
5. Complaints related to the services provided electronically by the Service Provider are considered within 30 days of submitting the relevant complaint, in accordance with applicable regulations. The User will be informed about the method of its consideration by e-mail.

CHAPTER IV - PRODUCT ORDER AND CONCLUSION OF A SALE AGREEMENT:

1. Placing Orders in the Online Store is possible 24 hours a day, 7 days a week.
2. In order to place an Order in the Online Store, the Orderer is asked to do the following:
 - a. select the Product, and then click the "Add to cart" button,
 - b. then the Orderer will be automatically transferred to the Cart, and if the Orderer wants to add any Products to the Cart - click on the "Continue to checkout" button or go immediately to the step indicated in point c. below by clicking on the "Pay with the browser" or "Pay with Apple Pay" button,
 - c. then follow the instructions to pay for the Products, indicating the requested data, including VAT invoice details, and confirm that you have read the Regulations in order to complete the Order click on the "Place Order" button.
3. After the Ordering Party has placed the Order, he receives a reply to the e-mail confirming the Order and the Order number, which constitutes the conclusion of the Sales Agreement. The Ordering Party is bound by the Regulations from the moment of the Order.
4. The online store is stored by the IT system for no longer than 24 months from the conclusion of the Sales Agreement.
5. The total cost of purchasing the Products is visible to the Ordering Party when placing the Order, in the e-mail confirming the Order.

CHAPTER V- FORMS OF PAYMENT, USE OF SERVICES DEFINED AS A PRODUCT:

1. Available in the for my payment is only a prepayment to the Service Provider's account by credit card using the Stripe payment platform (details on this method of payment at: <https://stripe.com/en-pl>).
2. The data of the personal Ordering Party making payments are transferred via the electronic payment system to Stripe Payments Europe, Ltd., a company registered in Ireland, with its registered office at: 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, which is their personal data administrator.

3. In the case of prepayment, Orders not paid within 2 Business Days from the conclusion of the Sales Agreement are canceled.
4. The price at the time of placing the Order is binding for a given Order.
5. Within 3 Business Days after the Service Provider receives information about the payment of the Price, the service provider's consultant contacts the Ordering Party to arrange the first meeting commencing cooperation between the Parties under the purchased Product. All details and specification of the scope of services covered by a given package purchased by the Ordering Party are included on the Product Page.
6. A VAT invoice is issued for each Product sold. The invoice is sent by e-mail in the form of a .pdf file to the e-mail address provided when placing the Order, to which the Ordering Party hereby agrees in accordance with art. 106n paragraph. 1. of the Act of March 11, 2004 on tax on goods and services (consolidated text: Journal of Laws 2018, item 2174 as amended). The sales document is a written confirmation of the content of the placed Order and the concluded Sales Agreement.

CHAPTER VI - COMPLAINTS:

1. Complaints related to the purchased Product, including the provision of services performed as part of a given Product, should be submitted in writing to the address of the Service Provider: APPDNA Sp. z o. o. ul. Wadowicka 7, 30-347 Kraków or by e-mail to the e-mail address: office@appdna.co
2. When submitting a complaint to the Service Provider, the Ordering Party is asked to provide the following data: name and surname, Order number, e-mail address and a detailed description of the defect of the Product and the complaint request.
3. Complaints are considered within 30 days of submitting the relevant complaint, in accordance with applicable regulations. The Ordering Party will be informed about the method of its consideration by the Service Provider by e-mail to the e-mail address provided by the Ordering Party.

CHAPTER VII - PERSONAL DATA: By placing an

1. Order in the Online Store and / or contacting the Service Provider (by e-mail, by phone or via the contact form) - the User provides the Service Provider with his personal data (name and surname of the contact person, e-mail address, telephone number, name and company address, tax identification number, IP address of the computer used by the User when using the Online Store).
2. The legal basis for the processing of personal data is the performance of the Sales Agreement, and / or taking steps to conclude a Sales Agreement / contract for the provision of electronic services, contact with the User, based on the User's request, in accordance with the provisions of art. 6 sec. 1. lit. b) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on the protection of data) (hereinafter referred to as the "GDPR Regulation").
3. The Service Provider is the administrator of personal data. Providing personal data in each of the situations indicated in point 1. is voluntary, but necessary to achieve the purpose for which the data are to be obtained. The User's data will not be processed in an automated manner, nor are they subject to profiling.
4. More information on the processing of personal data, including the User's rights, can be found in the [Privacy Policy](#), which is an integral part of the Regulations.

CHAPTER VIII - OTHER PROVISIONS: The

1. **Service Provider informs that, due to the fact that in the Online Store, Orders cannot be placed by Consumers or Consumers-Entrepreneurs, the provisions of the Consumer Act do not apply to Sales Agreements, which means that the Ordering Party is not entitled to withdrawal from the Sales Agreement referred to in art. 27 and following of the Consumer Act.**
 1. In matters not covered by these Regulations, the relevant provisions of Polish law shall apply, in particular the Civil Code, the Act on the provision of electronic services, and the GDPR Regulations.
 1. The Service Provider is entitled to amend these Regulations for important reasons (e.g. change in the law, change in the functioning of the Online Store). In the event of changes to these Regulations, the User will be notified at least 14 days in advance before the changes come into force (the relevant information about changes to the Regulations will be posted on the Online Store website). In the event of non-acceptance of the amended Regulations, the User has the right to resign from using the Online Store and terminate the contract for the provision of electronic services. This does not exclude or limit the User's right to resign from using the Online Store at any time.
 2. The content of these Regulations may be recorded by printing, saving on a carrier or downloading at any time from the Online Store website.
 2. The provisions of the Regulations should be interpreted in a way that ensures their compliance with applicable law.

3. Settlement of any disputes regarding the Sales Agreement arising between the Service Provider and the Ordering Party shall be submitted to a common court having jurisdiction over the Service Provider's seat.

Krakow, March 1, 2021