TERMS AND CONDITIONS FOR THE USE OF THE PINQUARK SYSTEM

Version 2.0 effective from 21 October 2026

These Terms and Conditions set out the subject matter, rules and conditions for the use of the Pinquark System.

I. DEFINITIONS

1. The terms used in these Terms and Conditions have the following meanings:
   a. “Pinquark System” – a web or mobile application named Pinquark that enables the management, control and coordination of key warehouse processes and the automation of the most important activities;
   b. “Service” – any service offered and available for selection through the Pinquark System, including in particular the Client Account, the User Account, the WMS Service and the Additional Services;
   c. “Client” – an adult natural person, a legal person or an organisational unit without legal personality to which the law grants legal capacity, being an entrepreneur within the meaning of the Polish Act of 6 March 2018 – Entrepreneurs’ Law, who, for purposes directly or indirectly related to its business or professional activity, completes the Registration in the Pinquark System in order to create a Client Account or uses other Services;
   d. “User” – an adult natural person who has created a User Account in the Pinquark System in order to obtain access to a Client Account. The User has access to the Client Account to the extent granted by the Client;
   e. “Administrator” – Meritus S.A., a joint-stock company with its registered office in Warsaw, ul. Okopowa 58/72, 01-042 Warsaw, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS number 0001151166, NIP (tax ID) 5273148508, REGON 540723424, share capital PLN 100,000.00 paid up in full, operating the Pinquark System and authorised to grant licences to use it. The Administrator can be contacted at biuro@pinquark.com or via the Contact Form;
   f. “Account” – the Client Account or a User Account. Creating an Account is a condition for using the basic functionalities of the Pinquark System. A valid e-mail address is required to create an Account;
   g. “Client Account” – individual access to the Pinquark System for each Client, enabling the use of the Services, activated for the Client by the Administrator after the Client completes the Registration;
   h. “User Account” – individual access to the Pinquark System for each User, enabling the use of the Services within the Client Account, activated for the User by the Administrator to the extent specified by the Client;
   i. “WMS Service” (Warehouse Management System) – a functionality of the Pinquark System activated under a paid subscription, enabling the management, control and coordination of key warehouse processes and the automation of the most important activities;
   j. “Access” – the billing unit of the WMS Service, purchased as Named Access or Concurrent Access;
   k. “Named Access” – the right to use the WMS Service through one User Account assigned to one named natural person during the Subscription Period;
   l. “Concurrent Access” – the right for one User to be logged in to the Pinquark System at a time during the Subscription Period, regardless of the number of User Accounts created within the Client Account. The number of Concurrent Accesses purchased determines the maximum number of Users logged in simultaneously;
   m. “Subscription Period” – the period for which the Client has purchased Accesses (a month, a quarter or a year), as specified in the Order, and each subsequent period by which the subscription has been renewed;

n. “Order” – an order placed in the Pinquark System, an offer of the Administrator accepted by the Client or an agreement concluded between the Client and the Administrator, specifying in particular the type and number of Accesses, the price and the Subscription Period;

o. “Price List” – the price list of the Services published at www.pinquark.com. Prices in the Price List are net prices, to which value added tax (VAT) is added at the applicable rate;

p. “Amounts Due” – any amounts owed by the Client to the Administrator under these Terms and Conditions or under any agreement concluded between the Client and the Administrator, in particular for Accesses, implementation, maintenance and support services (SLA), modifications and additional work;

q. “Additional Services” – the Contact Form service and the newsletter service, provided free of charge within the Pinquark System;

r. “Technical Requirements” – the minimum technical requirements necessary to use the Pinquark System, i.e. a computer or other device (including a mobile device) with Internet access and one of the following web browsers in the latest possible version: Firefox, Opera, Chrome, Edge, Safari, as well as an active e-mail address;

s. “Working Days” – Monday to Friday from 8:00 a.m. to 4:00 p.m., excluding public holidays in the Republic of Poland;

t. “Terms and Conditions” – these terms and conditions for the provision of services by electronic means, setting out the subject matter and the general terms and rules for the use of the Pinquark System;

u. “Registration” – the act performed by the Client or a User in the manner specified in the Terms and Conditions, necessary to use all functionalities of the Pinquark System, consisting in particular in providing the data required in the registration form available on the Pinquark System websites.

II. GENERAL TERMS OF USE OF THE PINQUARK SYSTEM

1. These Terms and Conditions constitute the terms and conditions referred to in Article 8 of the Polish Act of 18 July 2002 on the Provision of Services by Electronic Means.
2. These Terms and Conditions govern the provision by the Administrator, by electronic means and within the Pinquark System, of the following Services:
   a. the Client Account;
   b. the User Account;
   c. the WMS Service;
   d. the Additional Services.
3. The Pinquark System is available at https://cloud.meritus.pl, and information about it is published at https://pinquark.com. The Pinquark System enables the management, control and coordination of key warehouse processes and the automation of the most important activities related to those processes.
4. The Services provided within the Pinquark System are intended exclusively for Clients who use them for purposes directly or indirectly related to their business or professional activity.
5. The Pinquark System can be used provided that the terminal equipment and the ICT system used by the Client or the User meet the Technical Requirements.
6. Acceptance of these Terms and Conditions is a condition for using the Pinquark System. The Terms and Conditions are available at all times via a link in the Pinquark System and at www.pinquark.com, in a form that allows them to be downloaded, printed and stored on any medium.
7. When using the Services, the Client and the User may not provide any unlawful content, content infringing the personal rights of third parties or contrary to good practice, or content that disrupts the operation of the Pinquark System or places an excessive load on it.
8. The newsletter service is an Additional Service provided free of charge to all interested natural persons, without the need to complete the Registration or activate an Account. It consists in the Administrator sending commercial information by e-mail about products or services offered by the Administrator. To activate the newsletter service, a person must consent on the Pinquark System website to receiving commercial information and provide their first name, surname and the e-mail

address to which the information is to be sent. The service is provided from the moment such data is submitted until the Administrator stops providing it or the person withdraws their consent. Details on how to withdraw consent are set out in the Privacy Policy available at https://pinquark.com/en/privacy-policy/.

9. The Contact Form service is an Additional Service provided free of charge to all interested natural persons, without the need to complete the Registration or activate an Account. It enables direct contact with the Administrator, including questions about the offer and individual Services, also before the Registration and before starting to use the Services. The service is activated each time the Contact Form available on the Pinquark System website is completed and sent to the Administrator. The service is provided on a one-off basis and ends when the final reply is given.
10. The Administrator makes every effort to ensure continuous access to the Pinquark System (7 days a week, 24 hours a day), but reserves the right to temporarily suspend access to the Pinquark System without prior notice to Clients and Users, in particular in the event of a failure or for other important technical reasons.
11. The Administrator informs Clients and Users of planned technical breaks (e.g. software updates, system maintenance) by sending information on their expected date and duration to the e-mail addresses provided by them.
12. If the Client has concluded a separate agreement with the Administrator concerning the Pinquark System, these Terms and Conditions apply to the extent not governed by that agreement. In the event of any conflict between these Terms and Conditions and such agreement, the provisions of the agreement prevail.

III. CREATION, MANAGEMENT AND CLOSURE OF ACCOUNTS

1. To use the basic functionalities of the Pinquark System, the Client creates a Client Account.
2. When creating a Client Account, the Client must read these Terms and Conditions and then:
   a. complete at least the mandatory fields of the registration form concerning the Client and its business;
   b. read the rules for the processing of personal data;
   c. accept these Terms and Conditions.
3. By completing the registration form, the Client represents that the data provided are true and complete and undertakes to keep them up to date for as long as the Client Account remains active.
4. After completing and submitting the registration form and accepting these Terms and Conditions, the Client promptly receives at the e-mail address provided a message with an individually generated activation link. To finally confirm the Registration, the Client clicks the link. At that moment, the agreement for the use of the Pinquark System is concluded and the Client obtains access to the Client Account generated by the Administrator, the ability to supplement and change the data provided during the Registration and the ability to use the other Services.
5. After the Client Account is activated, the Client may test all Services, including the WMS Service, free of charge for 14 days, with the WMS Service available during the trial period to no more than 5 Users. The free trial period is available once per Client, identified by its tax identification number (NIP), and may not be used to conduct the Client's day-to-day operations. After the trial period ends, the WMS Service is provided upon the purchase of Accesses in accordance with Chapter V.
6. The Client may create only one Client Account using the data that identify it. The Client undertakes not to create Accounts using the data of third parties.
7. User Accounts give the Client's employees or associates access to the Client Account in accordance with Chapter IV.
8. To assign a User Account to the Client Account, the Client enters in the Pinquark System the necessary User data: first name, surname and e-mail address, and specifies the role the User is to have within the Client Account. The Pinquark System sends an activation link to the User's e-mail address. After clicking the link, the User is assigned to the Client Account with the role granted.
9. On the first Registration of a User Account, the User must provide the data marked as mandatory in the registration form.

10. A User who has been granted the administrator role may be authorised to perform on behalf of the Client all actions that the Client is authorised to perform, including adding Users, assigning roles and ordering paid Services. A User's role may be changed at any time.
11. An Account remains valid for as long as the Pinquark System is actively used.
12. Login to an Account requires a login, which is the e-mail address provided during the Registration, and a password set by the Client or the User during the Registration and known only to them, consisting of at least 8 characters, including at least one upper-case letter, one lower-case letter and one digit.
13. If a password is lost or forgotten, access to the Account can be restored using the password reminder function. If the login is forgotten, access to the Account is not possible.
14. Access to an Account is also possible by logging in to the Pinquark System with the "Sign in with Google" service. In that case Google provides the Administrator with the data necessary for the Registration and for logging in to the Account. Details are set out in the Privacy Policy available at https://pinquark.com/en/privacy-policy/.
15. In addition to the use of the Pinquark System, an Account provides:
    a. Registration for and access to all Services of the Pinquark System;
    b. the ability to update Account data quickly;
    c. the ability to make payments;
    d. the ability to ask the Administrator for support in solving technical problems related to the use of the Pinquark System;
    e. the ability to submit complaints concerning the use of the Pinquark System.
16. The Client may close the Client Account at any time without giving a reason. Closing the Client Account means ceasing to use the Pinquark System and does not release the Client from the obligation to pay the Amounts Due, including the fee for the current Subscription Period (clause V.10). After the Client Account is closed, the data relating to it are stored for the period necessary to document the proper provision of the Services and for the period during which claims relating to the Services may be effectively pursued, subject to clause VII.13.
17. A User may close their User Account at any time without giving a reason. Closing a User Account means that the User ceases to use the Pinquark System. User data are stored for the period necessary to document the proper provision of the Services and for the period during which claims relating to the Services may be effectively pursued. Closing a User Account does not affect the actions performed by the User in the Client Account before the closure; those actions remain available in the Client Account.
18. To close an Account, the Client or the User deletes it in the administration module using the "Delete account" function.
19. Withdrawal by the Client of a User's access to the Client Account does not automatically close the User Account.

IV. RULES FOR THE USE OF ACCOUNTS AND ACCESSES

1. Each User Account is assigned to one named natural person. The following are prohibited:
    a. sharing a login, password or active session with another person;
    b. use of one User Account by more than one person, whether simultaneously or alternately, including on different work shifts;
    c. creating Accounts assigned to a department, location, workstation or device rather than to a person.
2. A Named Access may be reassigned to another person only if the current User permanently ceases to use the Pinquark System (in particular as a result of the termination of their cooperation with the Client or a change in their duties), and no more often than once every 30 days for a given Named Access. Rotating Named Accesses between persons so that the Pinquark System is used by more persons than the number of Named Accesses purchased is prohibited. A Client whose Users work in shifts may purchase Concurrent Accesses.
3. The Client may use the WMS Service only within the scope of the Accesses purchased. The number of Named Accesses used in a given month is the highest number of simultaneously active User

Accounts in that month, according to the records of the Pinquark System. If the Client uses both types of Access, each User Account is assigned to one of them in the Pinquark System.

4. Under the Concurrent Access model, the Client may create any number of User Accounts, subject to clause 1. The Pinquark System limits the number of Users logged in simultaneously to the number of Concurrent Accesses purchased. Once the limit is reached, another login is possible only after another User logs out or after a session that has been inactive for 30 minutes is automatically terminated. The number of Concurrent Accesses used in a given month is the highest number of Users logged in simultaneously in that month.
5. Use of the Pinquark System by employees or associates of third parties, including entities affiliated with the Client and its business partners, requires the purchase of Accesses on general terms. The Client may not resell, sublicense or otherwise make the Pinquark System available to third parties without the Administrator's consent given in documentary form.
6. It is prohibited to circumvent or attempt to circumvent the security measures and limits of the Pinquark System, to retrieve data automatically other than through the API made available, and to use the API in a way that places an excessive load on the Pinquark System.
7. The Client is liable for the acts and omissions of Users and of all persons it has enabled to use the Pinquark System as for its own acts and omissions.

V. USE OF THE WMS SERVICE. PAYMENT TERMS

1. To activate all functionalities of the Pinquark System, the Client purchases Accesses to the WMS Service (subscription) under the Named Access model, the Concurrent Access model or both models at the same time.
2. Accesses may be purchased from the Client Account 24 hours a day, 7 days a week, or under an Order. The Client may grant a User a role that allows the purchase of Accesses.
3. Prices of Accesses are set out in the Price List. If an Order specifies a different price, the price in the Order applies.
4. The Administrator may change the prices of the Services with effect from the next Subscription Period by notifying the Client by e-mail at least 45 days before that period begins. A Client who does not accept the new price may decline to renew the subscription in accordance with clause 6. Notwithstanding the above, prices are indexed annually by the average annual consumer price index announced by the President of Statistics Poland (GUS) for the previous calendar year, provided that the index shows an increase in prices, with effect from the first Subscription Period beginning after its announcement. Prices of Subscription Periods already ordered and paid for remain unchanged.
5. When purchasing Accesses, the Client specifies their type and number and the Subscription Period. Under the Named Access model, each User Account using the WMS Service requires the purchase of a Named Access.
6. The Subscription Period is renewed automatically for a further period of the same length, with the same number and type of Accesses, unless the Client submits a notice of non-renewal or of a reduction in the number of Accesses, in the Pinquark System or by e-mail to biuro@pinquark.com, no later than 30 days (annual subscription) or 7 days (monthly or quarterly subscription) before the end of the current Subscription Period. The renewal takes place without separate notice to the Client.
7. Fees for Accesses are payable in advance for the entire Subscription Period:
   a. for purchases made in the Pinquark System – through an electronic payment provider (Przelewy24 or PayPal), as indicated in the messages displayed in the Pinquark System, or
   b. on the basis of a VAT invoice – by bank transfer within 14 days of the invoice date, unless the Order provides otherwise. The invoice for the next Subscription Period may be issued no earlier than 30 days before that period begins.
8. The date of payment is the date on which the Administrator's bank account is credited. The number of Accesses may be increased at any time for a fee proportional to the remaining part of the Subscription Period. A reduction in the number of Accesses takes effect from the next Subscription Period.
9. The Administrator issues VAT invoices in accordance with Polish VAT legislation, including through the National e-Invoicing System (KSeF). By accepting these Terms and Conditions, the Client consents to receiving invoices, their copies or visualisations electronically at the e-mail address provided in the Client Account data.

10. Fees for a Subscription Period that has begun are non-refundable, including if an Account is closed, the number of Users is reduced or the Client stops using the WMS Service. This does not apply where a refund is provided for in these Terms and Conditions (Chapter VIII, a complaint accepted in accordance with Chapter IX, and clause XIV.3) or by mandatory provisions of law.
11. If the Client uses the WMS Service after the end of the paid Subscription Period, the Client must pay the fee for the entire period of use, based on the existing number and type of Accesses and the existing price.
12. Amounts Due that are not paid on time bear statutory interest for delay in commercial transactions, and the Administrator is entitled to compensation for recovery costs and to reimbursement of reasonable recovery costs, in accordance with the Polish Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions. The consequences of late payment with respect to the suspension of the WMS Service and termination of the agreement are set out in Chapter VII.
13. The Administrator may organise promotions or competitions for all or selected Clients. The rules of such promotions or competitions are set out in separate terms available on the Pinquark System websites.

VI. VERIFICATION OF THE USE OF THE WMS SERVICE

1. The Administrator may verify whether the Client uses the WMS Service in accordance with these Terms and Conditions and the Order on the basis of data recorded by the Pinquark System, in particular data on logins, sessions, IP addresses, devices and operations performed in Accounts.
2. At the Administrator's request, the Client shall, within 7 days, identify the persons who used each User Account during the period specified in the request and provide any other information necessary to determine the number of Accesses used.
3. The Administrator may apply technical measures that limit the use of the WMS Service to the scope of the Accesses purchased, in particular a limit on simultaneous sessions of one Account, blocking the activation of Accounts in excess of the number of Named Accesses purchased, a limit on the number of Users logged in simultaneously under Concurrent Accesses, automatic termination of inactive sessions, two-factor authentication and binding an Account to a device.
4. If the number of Accesses used, determined in accordance with clause IV.3 or IV.4, exceeds the number of Accesses of a given type purchased, or if the Pinquark System is used by more persons than the Accesses purchased allow, the Client shall pay a fee for each additional Access at the Price List price for each commenced month in which the excess occurred. The Administrator may issue an invoice for that fee without a separate Order and, from the next Subscription Period, increase the Client's number of Accesses to the number actually used.
5. In the event of a breach of the prohibition set out in clause IV.1, the Client shall pay the Administrator a contractual penalty equal to five times the monthly price of a Named Access under the Price List in force on the date of the breach, for each Account concerned and for each commenced month during which the breach continues. The contractual penalty is payable irrespective of the fee referred to in clause 4. The Administrator may claim damages exceeding the amount of the contractual penalty on general terms.
6. In the event of a breach of the rules set out in Chapter IV, the Administrator calls on the Client to cease the breach within 7 days and, if that period expires to no effect, may suspend the Accounts concerned. In the event of a persistent breach, the Administrator may terminate the agreement with immediate effect (clause VII.6(a)).
7. Failure by the Administrator to respond, or a delayed response, to a breach of these Terms and Conditions does not constitute consent to the breach or a waiver of any related claims.

VII. SUSPENSION AND TERMINATION OF THE AGREEMENT. SWITCHING PROVIDER. DATA AFTER TERMINATION

1. The Administrator may suspend or close the Client Account or a User Account, or restrict access to some or all Services, with immediate effect, if the Client or a User breaches these Terms and Conditions, in particular if:
    a. the data provided during the Registration or while using the Pinquark System are untrue, outdated, misleading or infringe the rights of third parties;
    b. the Client or the User has not used the Account for more than 12 months;

c. there is a justified need to protect the safety and security of Clients, Users or third parties;

d. the Client or the User has infringed the personal rights of third parties, in particular of other Users or Clients, through the Pinquark System;

e. the Client or the User has engaged in other conduct contrary to the law, good practice or principles of community life, or damaging the reputation of the Administrator, its employees, associates or business partners;

f. the Client or the User uses the Services contrary to their intended purpose, including in a manner infringing the intellectual property rights of the Administrator or its licensor.

2. Breaches of the rules set out in Chapter IV are handled under the procedure set out in clause VI.6.

3. If the Client is at least 14 days late in paying any Amount Due, the Administrator may, without prior notice, suspend the WMS Service in the Client Account in whole or in part, in particular by restricting it to read-only mode, until all Amounts Due that have become payable are paid. The suspension may take place automatically. The Administrator may inform the Client of an upcoming suspension by a message in the Pinquark System or by e-mail; the absence of such information does not limit the right to suspend.

4. Suspension does not stop the running of the Subscription Period and does not release the Client from the obligation to pay. The Client has no claims against the Administrator in respect of a suspension made in accordance with clause 3. The Administrator restores the WMS Service promptly, no later than on the next Working Day after all Amounts Due that have become payable are booked.

5. If an Account is suspended or closed for the reasons set out in clause 1, the Client has no claims against the Administrator in connection with the restriction or loss of the right to use the functionalities of the Pinquark System. A person whose Account has been closed for those reasons may not register again without the Administrator's prior consent.

6. The Administrator may terminate the agreement for the provision of the Services:

a. with immediate effect – if the Client is at least 30 days late in paying any Amount Due, in the case referred to in the second sentence of clause VI.6, and in the event of a material breach of these Terms and Conditions; if the agreement is terminated due to late payment, the entire fee for the current Subscription Period becomes payable;

b. with notice – subject to a three-month notice period, effective at the end of a Subscription Period.

7. The Client may stop using the WMS Service by submitting a notice of non-renewal of the subscription (clause V.6), by closing the Client Account (clause III.16) or by submitting a switching request (clause 8), subject to clause V.10.

8. The Client may at any time submit a request to switch provider in the Pinquark System or by e-mail to biuro@pinquark.com, stating whether, after the end of the notice period, it intends to:

a. port the Exportable Data (clause 12) to a data processing service of another provider – in which case the Client provides the details of that provider necessary for the porting;

b. port the Exportable Data to its own on-premises ICT infrastructure;

c. erase the Exportable Data.

9. The notice period initiating the switching process ends 2 months after the date of the request or, if a Subscription Period that has not been renewed ends earlier, at the end of that Subscription Period. Submitting the request does not release the Client from the obligation to pay the fee for the current Subscription Period (clause V.10). The Administrator does not charge any switching charges.

10. After the notice period ends, a transitional period of no more than 30 days begins, during which the agreement remains in force and the Administrator:

a. continues to provide the Services on the existing terms, exercising due care to maintain the continuity of the Client's business;

b. provides the Client and third parties authorised by the Client with reasonable assistance in the switching process and provides information relevant to the Client's exit strategy;

c. provides the Client with clear information on known risks to the continuity of the Services;

d. ensures a high level of security of the data during their transfer and their storage in the data retrieval period.

11. If switching within the transitional period is technically unfeasible, the Administrator notifies the Client within 14 Working Days of the request, duly justifies the technical unfeasibility and indicates an alternative transitional period not exceeding 7 months. The Client may extend the transitional period once, by a period it considers more appropriate for its own purposes. For any part of the transitional period falling after the end of the paid Subscription Period, the Client pays a fee proportional to its duration, based on the existing number and type of Accesses and the existing price. The agreement terminates upon successful completion of the switching process, of which the Administrator informs the Client, or, if the Client has requested the erasure of the Exportable Data, at the end of the notice period.
12. Exportable Data means input and output data, including metadata, generated or co-generated through the Client's use of the Pinquark System, in particular: item master data (including units of measure and barcodes), business partners, warehouse locations, stock levels including batches and serial numbers, warehouse documents and their lines, orders, the history of warehouse operations and User Account data. Exportable Data do not include data specific to the internal functioning of the Pinquark System, in particular source code, models and algorithms, including artificial intelligence models, infrastructure configuration and technical logs, or data protected by the intellectual property rights of the Administrator or its licensor or by the Administrator's trade secrets, provided that their exclusion does not impede or delay the switching process.
13. After the end of the transitional period or, if the Client has not submitted a switching request, after the agreement is terminated or expires, the Administrator stores the Exportable Data for 90 days (data retrieval period). During that period, at the Client's request, the Administrator makes the Exportable Data available free of charge in a standard electronic format (CSV or XLSX). Work going beyond making the data available in this way, in particular converting the data into the format of another system, importing or migrating them, is performed at the Client's request against payment, in accordance with the Price List or a separate quotation. After the end of the data retrieval period or, if the Client has requested the erasure of the Exportable Data, promptly after the agreement terminates, the Administrator fully erases the Exportable Data, subject to the provisions of the data processing agreement and to obligations under applicable law.

VIII. RIGHT OF WITHDRAWAL

1. Pursuant to Article 38a of the Polish Act of 30 May 2014 on Consumer Rights, a natural person who is not a consumer within the meaning of Article 22¹ of the Polish Civil Code has the right to withdraw from an agreement for the provision of services concluded at a distance within 14 days of its conclusion, without giving a reason. This right applies where such person concludes an agreement directly related to their business activity, but the agreement is not of a professional nature for them, resulting in particular from the subject of their business activity.
2. The right referred to in clause 1 may be available to the Client referred to in clause 1 when using the paid WMS Service. A withdrawing Client bears no additional costs related to the withdrawal.
3. In the event of withdrawal from the agreement with respect to the WMS Service, the Administrator refunds all payments received promptly, and no later than 14 days from the date of receipt of the notice of withdrawal. The refund is made using the same means of payment as used in the original transaction, unless the Client has expressly agreed otherwise.
4. If, at the Client's request, the paid WMS Service begins before the withdrawal period expires, the Client must pay for the WMS Service provided up to the date of withdrawal. In the absence of such a request, the WMS Service is activated after the withdrawal period expires.
5. The notice of withdrawal may be sent by e-mail to biuro@pinquark.com, submitted using the functionality of the Pinquark System or sent in writing to the Administrator's registered office address. The Client may use the model withdrawal form attached to these Terms and Conditions, but is not obliged to do so. To meet the deadline, it is sufficient to send an unequivocal notice of withdrawal before the deadline expires.

IX. REPORTING FAILURES AND COMPLAINTS

1. In the event of a failure of the Pinquark System that prevents the use of the Services, the Client or the User reports the failure by e-mail to biuro@pinquark.com or in the ticketing system indicated to the Client by the Administrator.
2. A failure report should include a description of the problem.

3. If additional information is necessary to remedy a failure, the Administrator may request it from the Client or the User. Such information should be provided without undue delay.
4. The Administrator shall:
   a. process a failure report within no more than 3 Working Days of receiving a complete report;
   b. remedy a failure that does not prevent the use of the Pinquark System within no more than 14 Working Days of receiving a complete report;
   c. remedy a failure that prevents the use of the Pinquark System (critical failure) within no more than 5 Working Days of receiving a complete report.
5. The Client and the User may submit complaints related to the use of the Pinquark System. Complaints should be sent by e-mail to biuro@pinquark.com.
6. A complaint should include:
   a. the details of the Client or the User;
   b. a description of the problem or situation that is the subject of the complaint;
   c. the request made in connection with the complaint.
7. The Administrator processes a complaint promptly, and no later than 14 Working Days from the date of its receipt.
8. If a complaint is accepted and a refund is necessary, the Administrator makes the refund using the same means of payment as the Client used in the original transaction, unless the Client has expressly agreed otherwise. For card payments, the refund is made directly to the Client's card.

X. PERSONAL DATA

1. Use of the Pinquark System requires the Client to provide personal data. The controller of personal data is Meritus S.A. with its registered office in Warsaw, ul. Okopowa 58/72, 01-042 Warsaw, Poland.
2. Information on the purposes and legal bases of processing, the retention period of personal data and the rights of data subjects, together with how to exercise them, is set out in the Privacy Policy available at https://pinquark.com/en/privacy-policy/ and in the information notices provided to Users when their personal data are collected.
3. To the extent that the provision of the Services requires the processing of personal data for which the Client is the controller to be entrusted to the Administrator, such processing is carried out under a data processing agreement concluded using the functionality of the Pinquark System or as a separate document.
4. The Administrator processes data on logins, sessions, IP addresses, devices and activity of Users in the Pinquark System, including for the verification referred to in Chapter VI and to ensure the security of the Pinquark System, on the basis of the Administrator's legitimate interest (Article 6(1)(f) GDPR). Details are set out in the Privacy Policy.

XI. SECURITY

1. In providing the Services by electronic means, the Administrator ensures an appropriate level of data security, exercising due diligence and using appropriate technical solutions.
2. The Client and the User must follow the Administrator's recommendations concerning the security of the Services.
3. Basic security rules to be followed by the Client and the User:
   a. use legal software that is kept up to date;
   b. use up-to-date software protecting against malicious software (malware) such as viruses, worms, Trojan horses and spyware, and against unsolicited messages (spam);
   c. use firewalls;
   d. avoid using the Services in publicly accessible places, such as free Wi-Fi networks in restaurants or service premises (hotspots), as the software used there may collect data without the user's knowledge;
   e. check the web browser settings;

f. do not use addresses or links sent by e-mail by a third party, especially an unknown one – they may contain fake attachments or lead to websites impersonating the Administrator's website, in particular websites used for phishing;

g. do not install software of unknown origin;

h. do not share your login or password with other persons (Chapter IV).

XII. INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property rights to the Pinquark System and the Services forming part of it, as well as to the content published in it (in particular texts, photographs, graphic elements, designs, logos, video and audio materials and data), and to the software and databases enabling their operation are vested in the Administrator or in the entities from which the Administrator has obtained an exclusive licence together with the right to grant further licences. Only the Administrator is entitled to grant licences to use the Pinquark System.
2. The Administrator grants the Client (including by way of a sub-licence) a non-exclusive, non-transferable licence, without the right to grant sublicences, to use the Pinquark System by a number of Users not exceeding the number of Named Accesses purchased, or by a number of simultaneously logged-in Users not exceeding the number of Concurrent Accesses purchased, solely for the purposes of the Client's business, for the paid Subscription Period, within the scope of displaying and running the software and installing the mobile application on the Client's devices. Use of the Pinquark System beyond the scope of the licence, in particular in breach of Chapter IV, constitutes a breach of the licence terms. The licence expires upon termination or expiry of the agreement for the provision of Services, including its termination by the Administrator under clause VII.6, in particular due to late payment.
3. The Client and the User may not use the Pinquark System or the content published in it for purposes other than those specified by the Administrator. In particular, the Client and the User may not:
   a. reproduce, modify, adapt, distribute or make available to the public the Pinquark System or the content published in it without the Administrator's prior express consent;
   b. extract or attempt to extract all or part of the data contained in the Pinquark System, in particular using data-harvesting robots or other similar data collection tools;
   c. decompile, disassemble, reverse engineer or otherwise attempt to reconstruct the source code of the Pinquark System, except to the extent permitted by mandatory provisions of law.

XIII. LIABILITY

1. The Administrator declares that the Pinquark System is created and developed with due diligence and to the best of the Administrator's knowledge. However, the Pinquark System is a standard product, and the Administrator is not responsible for meeting the legal and regulatory requirements specific to a particular Client, including those arising from law, agreements concluded by the Client or its internal regulations. The Client is responsible for verifying whether the Pinquark System meets the legal and regulatory requirements applicable to it and its own standards, in particular with respect to data processing.
2. The Administrator is not liable for the malfunction of Clients' or Users' devices, for damage resulting from a lack of or interruption in Internet access that prevents the use of the Pinquark System, or for the consequences of Clients or Users failing to comply with the Technical Requirements and the security requirements set out in these Terms and Conditions or on the Pinquark System websites.
3. The Administrator's liability for lost profits is excluded.
4. Notwithstanding any other provisions of these Terms and Conditions, the Administrator's liability towards the Client is limited to the amount of fees actually paid by the Client to the Administrator in the last 3 months of using the Pinquark System or, if no such payment was made, to the equivalent of the three-month fee for one Named Access under the Price List. This limitation does not apply to damage caused intentionally.
5. The limitations of liability set out in clauses 3 and 4 do not apply to the Clients referred to in clause VIII.1. The Administrator is liable towards such Clients for culpable non-performance or improper performance of the Services in accordance with the Polish Civil Code.

6. Clause VI.5 does not apply to the Clients referred to in clause VIII.1. With respect to such Clients, the suspension referred to in clause VII.3 takes place after a 7-day deadline set in a payment demand expires to no effect.

XIV. FINAL PROVISIONS

1. Version 2.0 of these Terms and Conditions enters into force on 21 October 2026 and replaces the Terms and Conditions of 4 February 2025. The provisions of Chapter V concerning prices and payments apply to Subscription Periods beginning after that date. These Terms and Conditions apply to events occurring after their entry into force; the Terms and Conditions of 4 February 2025 apply to earlier events.
2. The Administrator may amend these Terms and Conditions for important reasons, in particular in the event of changes in the law, in the scope of or rules for providing the Services, or for security reasons. The Administrator notifies Clients of an amendment by sending the consolidated text of the new Terms and Conditions to the Client's e-mail address at least 7 days before they enter into force and publishes it at www.pinquark.com and in the Pinquark System. Use of the Pinquark System after the new Terms and Conditions enter into force may require their acceptance upon login.
3. A Client who does not accept the amendments may terminate the agreement before the date on which the new Terms and Conditions enter into force, with effect from that date. In that case, the Administrator refunds to the Client the part of the fee corresponding to the unused part of the Subscription Period. Failure to terminate the agreement means acceptance of the amendments.
4. The Administrator applies technical and organisational measures appropriate to the level of security risk of the Services provided through the Pinquark System.
5. If any provision of these Terms and Conditions proves invalid or ineffective, the remaining provisions remain in force, and the invalid or ineffective provision is replaced by the provisions of law closest to its purpose.
6. These Terms and Conditions are available in Polish and English. In the event of any discrepancy, the Polish version prevails.
7. These Terms and Conditions and all matters related to the use of the Pinquark System are governed by Polish law.
8. Disputes between the Administrator and Clients or Users related to the use of the Pinquark System are resolved by the court having jurisdiction over the Administrator's registered office. This provision does not apply to the Clients referred to in clause VIII.1.

Annex to the Terms and Conditions

MODEL WITHDRAWAL FORM

(complete and return this form only if you are a natural person referred to in clause VIII.1 of the Terms and Conditions and wish to withdraw from the agreement)

To: Meritus S.A., ul. Okopowa 58/72, 01-042 Warsaw, Poland, e-mail: biuro@pinquark.com

I, the undersigned, hereby give notice that I withdraw from the agreement for the provision of the following service: _____

Date of conclusion of the agreement or of the order: _____

First name and surname: _____

Login (Account e-mail address): _____

Date: _____

Signature (only if this form is submitted on paper): _____