

Terms of use of QEDEX

I. Definitions

§ 1

In these terms of use of QEDEX application, hereinafter referred to as "**Terms**", the following terms shall be understood as:

- a. "**Application**" - the QEDEX application developed, maintained and made available by the Provider in the SaaS (software as a service) model on the Website;
- b. "**Provider**" – QEDEX sp. z o.o. based in Warsaw, at Mazowiecka 11 suite 49, 00-052 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under NCR (KRS) number 1199576, share capital of: 5,000 PLN, TAX ID (NIP): 5223350515, REGON: 542979116;; e-mail: contact@qedex.ai tel. +48 660 495 076,
- c. "**Website**" - the home page located at <https://qedex.ai> and its subpages,
- d. "**Customer**" - a natural person, a legal person or an organizational unit that is not a legal person, to whom the law grants legal capacity, who has concluded an agreement with the Provider to establish an Account,
- e. "**Account**" - the Customer's account established by the Customer on the Website,
- f. "**Consumer**" - a person defined in the provision of Article 22¹ K of the Civil Code, i.e. a natural person making a legal transaction with an entrepreneur that is not directly related to their economic or professional activity,
- g. "**Sole Proprietor**" - an individual who enters into an agreement with the Provider as directly related to their business activity, where the terms of such agreement indicate that the agreement is not of a professional nature for that person,
- h. "**Prompt**" - text entered by the Customer or another user into the Application, which contains an instruction or command to perform a specific action, e.g. to show model solutions to a business problem described by the Customer.

II. General provisions

§ 2

1. The Terms set out the rules for the Provider to provide the following services electronically:
 - a. provide Customers with the ability to use the Application in the SaaS (software as a service) model after creating an Account,
 - b. provide resources in the information and communication system available to the Provider to store data generated through the process of interacting with the Application and its ML Agents or entered by Customers,
 - c. access to solutions to specific issues, which solutions were generated by the Application at the initiative of the Provider.
2. Access to the Service is available in the demonstration mode .

§ 3

1. The Provider may carry out and cancel promotional campaigns. In particular, the Provider may grant to a Customer a set of free services to be used at a time specified by the Provider.
2. The Provider may change the scope of available services at any time, or block access to demo mode at any time, upon prior informing Customer by email.

§ 4

1. Services are available to business entities and their employees, agents, officers and collaborators.
2. You can use the Website and the Application through an end device (e.g. computer) with:
 - a. internet access,
 - b. the latest version of Google Chrome, Safari, Opera, Edge or Mozilla Firefox web browser installed,
3. In order to use the Application, it is necessary to have an e-mail address.
4. In order to properly use the Website and the Application, it is required to enable so-called essential cookies in your Internet browser. This group of cookies is used to maintain the session. It is then possible to delete them through the appropriate options available in the web browser or by using other software. Detailed information regarding cookies is included in the privacy policy.
5. In order to properly use the Website and the Application, it is required to enable the JavaScript function in your web browser.

§ 5

Using the Application by the Customer requires creating an Account and then entering into an agreement to use the Application.

§ 6

1. It is forbidden for the Customer, or any other user, to provide any illegal content within the meaning of Regulation 2022/2065 of the Digital Services Act through the use of the Website or the Application. In particular, it is prohibited to add data to the Application that:
 - a. violate database rights,
 - b. contain data so selected that it could lead to prohibited artificial intelligence practices or discrimination against any individuals,
 - c. violate copyright, related rights, consumer rights, personal data, personal rights of third parties or good practices.
2. It is also forbidden to use the Application in any unlawful activities or to support such activities, including undertaking prohibited artificial intelligence practices with the use of the Application, development of solutions that would violate legal requirements, especially with regard to the protection of personal data, or the protection of consumer rights.
3. Prohibited artificial intelligence practices shall be evaluated for the purposes of the Terms based on the most current content of the Artificial Intelligence Act (EU).

4. It is also forbidden for the User to take any action aimed at or that may result in interference with the software of the Website, Application, or create a threat to the stability of their operation.

III. Establishing an Account, selecting a price package and functionalities available to Customers

§ 7

1. In order to use the Application, a prospective Customer first establishes an Account by entering into an Account Agreement. Following activation of the Account, the Customer has the option to enter into an agreement to use the Application.
2. In order to create an Account, you need to register. For this purpose, a person wishing to become a Customer should select the appropriate option on the Website and fill out the registration form available there, providing business e-mail, name and surname, company name, and – optionally - telephone number and job title. It is also necessary to set a password for the future Account. The form, together with the Terms available at the link provided in this form, represents the Provider's offer to the prospective Customer to conclude a contract for the establishment of an Account.
3. It is forbidden to provide illegal content in the above form, especially false personal data. It is also prohibited to fill out the form on behalf of another person without the appropriate authorization to represent them.
4. By clicking on the "Register" button, the form is sent to the Provider and the person creating the Account makes a declaration of intent to accept the offer referred to in the provision of the second paragraph of this section. An agreement to set up an Account is hereby entered into between the Provider and the person creating the Account. To gain access to the Account, the Customer must activate it by clicking on the link that will be sent to the Customer after submitting the registration form. To access the page linked, the customer will need to verify their email address. After confirming, the Customer gains the ability to log in to their Account. They may then start using the available functionalities, and thus enter into a contract to use the Application.
6. The Provider advises the Customer to securely store their login details for the Account to prevent unauthorized access to this information.

§ 8

1. Should the Customer be a Consumer or a Sole Proprietor, they shall have the right to withdraw from the Account Agreement without stating any reasons.
2. To exercise the right of withdrawal from the Account creation agreement, the Consumer or Sole Proprietor should inform the Provider of their decision to withdraw from the agreement by means of a clear statement by email to the Provider's address provided in provision § 1 (b) of the Terms).

§ 9

1. After concluding an agreement for the use of the Application and logging into the Account, the Customer has the opportunity to use the functionalities available in the Application, in particular: to enter Prompts to communicate with QEDEX Agent functionalities, to obtain from them information about the Application and its prospects, and to use predefined demo functions.
2. After logging into the Account, the Customer also has the option to change their password.

IV. Using the Application

§ 10

1. The Customer, after logging into the Account, has the option to enter a Prompt describing a specific problem for which the Customer would like to create a model using the Application to solve or facilitate the solution. Without prejudice to § 6 of the Terms, the introduction of Prompts containing illegal content is prohibited. The Customer will also be able to use the Prompt prepared by the Provider.
2. Without prejudice to § 6 of the Terms, it is prohibited to add data through the Account:
 - a. the addition of which would violate the business secrets of a third party or violate the Customer's contractual obligations to keep the information confidential,
 - b. that would violate any third-party rights, including property or personal copyrights, or database rights,
 - c. which would include:
 - i. elements contrary to the law or principles of social coexistence, in particular offensive, pornographic, hate-inducing content,
 - ii. malicious code, backdoors or other elements, the addition of which would be contrary to good morals, that may cause a risk to the stability of the operation of the Website, the Application, the Provider's or the Customer's information and communication systems, as well as the confidentiality, integrity or availability of the information contained therein, including data.

§ 11

1. Data generated through using the Application cannot be downloaded by the Customer outside the Application or used outside the Application.

§ 12

1. The Provider notes that it does not review or monitor the data added to the Application by the Customer.
2. In the event that the Provider acquires knowledge of illegal activity or illegal content and, with respect to claims for damages, facts or circumstances that clearly demonstrate illegal activity or illegal content, the Provider will immediately prevent access to such data or remove it from the Application.

3. The Provider will inform the Customer that the data added by the Customer has been deleted or access to it has been prevented, and the reasons for this step. This information will be provided within 3 days from the date of preventing access or deleting the data.

§ 13

1. The Customer accepts and understands that the Application is a demonstration functionality only, and it is not usable outside this purpose, and that the Customer should assess for itself whether it is interested in the offering that the Provider may in the future develop based on the demo version.

§ 14

The Customer has the option to order consulting services from the Provider through the Application. To do this, they should click the "provide paid support" button if available, or contact the Provider by email above, and then agree with the Provider, in particular, the scope of the service and the amount of payment.

V. Application

§ 15

1. The Provider shall ensure the availability of the Website and the Application at a level of 96.5% of the time in each calendar year, starting from January 1 of the given year. Specifically, in the year in which the Application is launched, 95% of the time is counted from the day the Application is launched until the end of the calendar year in which it was launched.
2. Should an update or bug removal of the Website or Application, or their maintenance require limiting the ability to use the Application, or Website or suspending their operation for a period longer than 90 minutes, the Provider will notify Customers at least 3 days in advance. The information will be provided by email or posted on the Website.
3. In other cases, and in particular when a restriction of the use of the Application or suspension of its operation is necessary for security reasons, and in particular in the case of hacking attacks or the occurrence of other threats, the Provider will inform the Customer of such restriction or suspension, if possible, under the circumstances.

§ 16

1. Subject to the provision of the second paragraph of this section, the Provider shall have the right to block the Customer's access to the Application or some of its functionalities in the following cases:
 - a. causing or potentially causing by the Customer's actions, or actions carried out through their Account: server overload, or overload of other elements of the Provider's infrastructure,
 - b. probability of failure occurring due to Customer behaviour or actions taken through their Account,

- c. attempts by or through the Customer's Account to gain unauthorized access to other Accounts.

Access to the Application or some of its functionalities is blocked for the time necessary to eliminate the risk of the events described above.

2. The Provider shall exercise the rights provided for in points a-c of the above paragraph only in situations where immediate action is necessary to avoid the situations described above or immediate action can prevent the risk of damage to the Provider or other Customers. In other cases, the Provider will first call on the Customer to refrain from behaviours that may lead to events described in the provision of the above paragraph and will set a deadline for their removal, not longer than 3 days, and will exercise the above right after the ineffective expiration of this deadline.
3. In cases where the Customer's access to the Application is blocked pursuant to this section, the Customer shall not be entitled to any compensation, subject to Article 473 § 2 of the Civil Code. The provisions of the preceding sentence do not apply to Sole Proprietors and Consumers.

VI. Rules of liability to Customers

§ 17

1. Subject to the provisions of the second and fourth paragraphs of this section and subject to Article 473 § 2 of the Civil Code, the Provider's liability for non-performance or improper performance of the Agreement for the establishment of an Account and the Agreement for the use of the Application concluded with the Customer is excluded.
2. In the case of a User who is a Sole Proprietor, the Supplier's liability for failure to perform or improper performance of the agreement to create an Account and the agreement to use the Application is limited to three times the average monthly subscription fee (excluding purchased service packages beyond the subscription fee) of this user, calculated based on the last 12 months of application usage, or for the entire period in case of shorter usage.
3. Subject to the provision of the following paragraph, the exclusions and limitations of liability described above shall also include other bases of liability of the Provider to the Customer, including being a Sole Proprietor, and in particular tort liability.
4. The provisions of paragraphs 1-3 of this section do not apply to Consumers. The Provider shall be liable to Consumers on general terms.

VII. Billing and change of billing package

§ 18

1. A demo version of the Application is offered free of charge.
2. Provider may offer different services against payment; such services will be governed by different Terms of Service.

VIII. Duration of agreements concluded under the Terms

§ 19

1. The Application usage agreement entered into between the Provider and the Customer is concluded for an indefinite period of time and it expires 6 months since the last log-in by the Customer. It may be terminated, subject to the following paragraph, by either party – by Customer with immediate effect, and by Provider upon one month's notice send to Customer by email.
2. For Customers who are Consumers, the Provider may exercise the above right only for the following valid reasons:
 - a. termination by the Supplier of the provision of the Application to Customers,
 - b. changing the amount of fees for use of the Application by the Provider; when terminating the Application Agreement on this basis, the Provider will inform the Customer about the possibility of concluding a new Application Agreement on new pricing terms.
3. The Provider has the right to terminate the above agreement with immediate effect to the Customer in the following cases:
 - a. even in the event of a single violation by the Customer of § 6, § 10.5 or § 11 of the Terms,
 - b. even in the event of a single violation by the Customer of property or personal copyrights to the materials on the Application, the Application itself or the Website,
 - c. even in the event of a single violation by the Customer of rights to databases located on the Website or Application,
 - d. a minimum of two instances of blocking Customer's access to the Application in accordance with § 16 of the Terms,
4. If the Provider exercises the right specified in the provision of the paragraph above, the Customer shall not be entitled to a refund for the unused portion of the service during the billing period. The provisions of the preceding sentence shall not apply to Consumers.

§ 20

1. Termination of the Agreement for the use of the Application may be made by submitting a statement of termination to the Provider in writing or documentary form (email).

§ 21

1. Along with the termination of the Agreement for the use of the Application, the Agreement for the establishment of the Account is also terminated.

§ 22

Upon terminating the agreement for using the Application, all data added to the Application and generated models are deleted.

IX. Changes to the Terms and digital service

§ 23

1. The Provider shall have the right to unilaterally amend the Terms in accordance with the provisions of this section. This right exists when one of the following reasons occurs:
 - a. The Provider will introduce new services related to the Website or the Application,
 - b. there will be a change in the method of concluding an agreement for the use of the Application or an agreement for the establishment of an Account,
 - c. new security rules will be introduced,
 - d. changes will be necessary due to modification of laws that will affect the content of the Terms.
2. In case of any changes to the Terms, the Provider will send to the Customers, to the email addresses provided by them on the Website, information about the planned change along with the content of the new Terms. Information will be sent to Customers at least 14 days before the effective date of the planned changes.
1. A Customer who does not accept the planned changes may terminate the Account Agreement and the Application Agreement by giving one month's notice, which ends at the end of the billing month following the billing month in which the Application Agreement was terminated. In this situation, the previous Terms will be applied to the notice period in relation to this Customer. If the Customer does not terminate the agreement before the effective date of the new version of the Terms, it will become binding for them on the day specified as the effective date of the new version of the Terms.

§ 24

1. In relation to Customers who are Consumers or Sole Proprietors, the Provider is responsible for the lack of conformity of a digital service or digital content under the Consumer Rights Act of 30 May 2014. Regarding other Customers, i.e. those who are not Consumers or Sole Proprietors, liability under the statutory warranty is excluded.
2. The Provider may change the digital service or digital content for the reasons indicated below:
 - a. introduction by the Provider of new functionalities available through the Account or changes to existing functionalities, but on this basis the Provider may not remove the Customer's ability to use the services described in the Terms,
 - b. changes in the law that require adjusting the provisions of the Terms to them, in particular changes in the provisions on: consumer protection, provision of electronic services, personal data protection.
3. Making the change described in the paragraph above will not incur any costs on the part of the Customer. If such change materially and adversely affects the Customer's access to or use of digital content or digital service, the Provider shall inform the Customer well in advance on a durable medium of the characteristics and timing of

the change and the right to terminate the agreement without notice within 30 days from the date of the change or the notification of the change, if the notification is later than the change.

X. Complaints

§ 25

1. All complaints should be submitted to the Provider by email to the following email address given in §1, through the form available on the Website or by mail directly to the Provider's address specified in the provision of § 1(b) of the Terms.
2. The complaint should include the Customer's data necessary to send information about the outcome of the complaint and a description of what the irregularities in the service provided by the Provider consisted of.
3. The Provider will review the complaint and inform the Consumer Customer of the outcome within 14 days of receipt of the complaint. In terms of Customers who are not Consumers, the deadline is 30 days from the date of receipt of the complaint.

XI. Entrustment of personal data processing

§ 26

1. The provisions of this paragraph apply to Customers who are data controllers within the meaning of Article 4(7) of the GDPR and have their registered office in the European Economic Area.
2. In order to provide services to Customers in accordance with the Terms, the Customer entrusts the Provider with the processing of personal data of persons whose data is among those added to the Application and users to whom the Customer grants access to their Account.
3. The entrustment includes the following information about:
 - a. persons whose data are among the data added to the Application: any category of personal data that the Customer includes among the data added to the Application,
 - b. users to whom the Customer grants access to their Account: name, surname, e-mail address and telephone number,the above categories of personal data are hereinafter collectively referred to as "**Personal Data**". The entrusted scope includes the following processing activities to which the Supplier is authorised: storing, adapting or modifying, reviewing, using, deleting or destroying. The Provider processes Personal Data only at the documented instruction of the Customer.
4. The Provider declares that it provides sufficient guarantees - in particular through its expertise, experience, credibility and resources - of the implementation of technical and organizational measures to ensure that the processing of Personal Data complies with applicable data protection laws, especially with respect to the security of Personal Data.

5. The Provider shall:
 - a. take organizational and technical measures prior to commencing the processing of Personal Data and to apply at all times during the processing to ensure an adequate degree of security of Personal Data;
 - b. maintain personal data protection documentation required by applicable regulations, including any policies, records, lists, collections;
 - c. cooperate, whenever requested, with any supervisory authority authorized to monitor compliance with data protection regulations to the extent and in the manner specified by such authority;
 - d. document any breaches of personal data protection, including the circumstances of the personal data protection breach, its consequences and remedial actions taken;
 - e. assist the Customer, to the extent appropriate to the Provider's role, in complying with the obligations set forth in Articles 32-36 of the GDPR,
 - f. to assure that:
 - i. only persons authorized to do so by the Provider had access to the Personal Data;
 - ii. persons authorized to process Personal Data have agreed in writing to keep such Personal Data and the means of securing it confidential.
6. The Provider shall promptly inform the Customer via e-mail about:
 - a. any proceeding or ruling regarding Personal Data, including, in particular, its proper safeguarding;
 - b. a breach of Personal Data protection or a threat of such a breach identified by the Provider, together with an indication of:
 - i. the nature of the Personal Data breach, including the category and approximate number of data subjects;
 - ii. the possible consequences of a violation of the protection of Personal Data;
 - iii. measures applied or proposed by the Provider to remedy the personal data breach, including measures to minimize its possible negative effects;
 - c. announcement or commencement by the supervisory authority of an inspection or investigation of Personal Data.
7. The Provider is obliged to assist the Customer, in matters relating to Personal Data, in particular by:
 - a. providing written explanations or information;
 - b. sharing documents or other types of records;
 - c. allowing, in justified cases and assisted by a representative of the Provider:
 - i. viewing or recording information stored in computer systems;
 - ii. conducting assessments of the status of IT systems.

This obligation also applies to supporting the Customer in fulfilling its obligation to provide the data subject with information about the processing of their personal data and any other obligations of the Customer arising from the data subject's exercise of their rights under applicable data protection laws.

8. The Customer gives its general consent for Provider to use another processor, hereinafter referred to as "**Subprocessor**", to perform all or selected Personal Data processing activities on behalf of Provider.

9. The Provider shall inform the Customer in advance of any intended changes regarding the addition or replacement of Subprocessors, in which case the Customer shall be entitled to express a binding objection to such changes. Information about these changes should be transmitted via e-mail and include:
 - a. first name and surname/name and contact details of the Subprocessor;
 - b. defining the Personal Data processing activities for the performance of which the Provider will use the Subprocessor.
10. The Customer shall be entitled to audit the Provider, at its own expense, regarding the compliance of the Provider's performance of Personal Data processing activities with the provisions of the Terms and applicable data protection laws, in particular to verify the Provider's performance of its obligations. The Customer shall notify the Provider at least 14 days in advance of its intention to conduct an audit. Persons participating in the audit are required to sign a confidentiality agreement with the Provider prior to the audit. The Customer shall be entitled to provide the Provider with written post-inspection recommendations, together with a deadline for their implementation, which must be appropriate and not shorter than 14 days from the date of their submission to the Provider. It is obliged to implement objectively reasonable post-inspection recommendations. Recommendations must go no further than the requirements under the law. The Customer's exercise of the rights set forth in this point shall not lead to a violation of the Provider's business secrets.
11. Personal data is entrusted to the Provider for the duration of the contract for the use of the Application. After this time, the Provider will delete the Personal Data.

XII. Standard contractual clauses

§ 27

If the Customer:

- a. has its headquarters or place of business outside the European Economic Area, or
- b. will access the personal data in the Application in a country outside the European Economic Area,

and

- a. with respect to such a country, the European Commission has not issued a decision establishing an adequate level of protection, as referred to in Article 45 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), or
- b. The Customer does not meet the conditions specified in such decision, or
- c. the decision has been declared invalid during the term of the contract between the Customer and the Provider for the use of the Application, or for other reasons the decision is no longer applicable,

the standard contractual clauses, which are attached as Appendix 1 to the Terms, become an integral part of the Application agreement concluded between the Customer and the Provider. This happens at the conclusion of this agreement for the use of the Application, or

at the time when the European Commission's decision no longer applies to the sharing of the Customer's personal data outside the European Economic Area.

XIII. Final provisions

§ 28

1. All disputes arising from the Terms shall be subject to the jurisdiction of the Polish courts competent for the Provider, subject to the provisions of the paragraph below.
2. The provisions of the above paragraph shall not apply to Consumers.

§ 29

The Agreement to establish an Account and the Agreement to use the Application are governed by Polish law. At the same time, the choice of this right does not deprive the Customer who is a Consumer of the protection granted to them under the provisions of the law of another member state of the European Union, which law would have been applicable had it not been for this choice of law, and which provisions cannot be excluded by contract.

§ 30

Please be advised that there is a EU website with information on resolving disputes regarding distance contracts between consumers and businesses at https://consumer-redress.ec.europa.eu/index_pl. It serves as a point of information for consumers and businesses who would like to use out-of-court resolution of consumer disputes related to online transactions.

Annex 1 to the Terms of Service - Standard Contractual Clauses

SECTION I

Clause 1

Purpose and scope

- a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (1) for the transfer of personal data to a third country.
- b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- a) These clauses set out appropriate safeguards, including enforceable rights of data subjects and effective remedies, in accordance with Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679, and standard contractual clauses in accordance with Article 28(7) of Regulation (EU) 2016/679 in respect of transfers from controllers to processors or from processors to processors, provided that these clauses are not modified, except for modification in order to select the relevant module or modules or to add information to the Appendix or to update such information. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

- (ii) Clause 8.1 (b) and Clause 8.3 (b);
 - (iii) Clause 15.1(c), (d) and (e);
 - (iv) Clause 16(e);
 - (v) Clause 18.
- b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B

Clause 7 - Optional

Docking clause

- a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II - OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1. Instructions

- a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.
- b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.
- d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

8.2. Security of processing

- a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data ¹, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.
- c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.3. Documentation and compliance

- a) The parties will be able to demonstrate compliance with these Clauses.

¹This includes whether the transfer and further processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences.

- b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and to allow for and contribute to audits.

Clause 9

Use of sub-processors

[This clause does not apply in Module Four: Transfer processor to controller]

Clause 10

Data subject rights

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

Clause 11

Redress

The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

Clause 12

Liability

- a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

[This clause does not apply in Module Four: Processor - Administrator]

SECTION III - LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)

- a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination— including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards² ;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a

² As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

- f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

(where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)

15.1. The

- a) data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

- e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2. Review of legality and data minimisation

- a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV - FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter

may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- d) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of the Republic of Poland.

Clause 18

Choice of forum and jurisdiction

- a) Any dispute arising from these Clauses shall be resolved by the courts of the Republic of Poland.
- b) The Terms of Service of the Application and these clauses have been drawn up in Polish and English with equal legal force. In the event of any discrepancy between the Polish and English versions, the Polish version shall prevail.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union].*

Name: QEDEX sp. z o.o. with its registered seat in Warsaw. Address: , ul. Mazowiecka 11 lok. 49, 00-052 Warsaw.

Contact person's name, position and contact details: XYZ, email@email.xyz ; +480000000000 .

Activities relevant to the data transferred under these Clauses: QEDEX sp. z o. o. provides its Client, the data controller, with an Application to which personal data of persons to whom the Client grants access to the Application, are added by the Client, as well as to which personal data may be added as part of data sets entered into the Application for the purpose of model development.

Signature and date: the contract for the use of the Application is concluded on the date of the completion of the relevant form via the Service and in the manner specified therein in the Terms of Service.

Role (controller/processor): Processor.

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection].*

Name: Client as defined in the Terms of Service. The Client's data is provided in the forms used to conclude a contract for the use of the Application.

Contact person's name, position and contact details: these details are the same as those of the user accessing the Account on the Application.

Activities relevant to the data transferred under these Clauses: QEDEX sp. z o. o. provides its Client, the data controller, with an Application to which personal data of persons to whom the Client grants access to the Application, are added by the Client, as well as to which personal data may be added as part of data sets entered into the Application for the purpose of model development.

Signature and date: the contract for the use of the Application is concluded on the date of the completion of the relevant form via the Service and in the manner specified therein in the Terms of Service.

Role (controller/processor): controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Persons whose personal data are among the data transferred by the Client to the Application for the purpose of model development and data of persons to whom the Client gives access to the Client's Account.

Categories of personal data transferred

Indicated in § 26 section 3 of the Terms of Service.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed

specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Encryption, secured network

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Once or continuously, depending on the Client's decision.

Nature of processing

Automated or partially automated.

Purpose(s) of the data transfer and further processing

The Client processes personal data of persons whose data is included in the data entered into the Application for the purpose model development, for the purposes of developing such a model.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Until the contract for the use of the Application is terminated or until the data used for model development is deleted from the Application. In the case of persons authorized to access the Account, until the given person's access to the Account is revoked, but no later than the date of termination of the contract for the use of the Application.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Entity providing QEDEX sp. z o. o. with the service of hosting the Service websites and Application: Qedex sp. Z o.o.