

Smart Call Application Terms and Conditions

These terms and conditions define the conditions and rules for providing services through the Smart Call application to natural persons conducting business activities, legal entities or other organizational units with legal capacity (hereinafter referred to as "Clients") by the Service Provider - Paweł Łaskawiec conducting business under the name Paweł Łaskawiec - Empiria Studio, ul. Niedźwiedzia 4/3b 54-232 Wrocław, NIP: 9730958111, REGON: 363158346.

I. Glossary

Smart Call Application - an application through which the Service Provider provides Services, available at <https://www.smart-call.app/>;

Price List - a document available at <https://www.smart-call.app/#price-list>, containing information on the price of Services and the variants in which Services are provided; prices in the Price List are specified in net amounts, changes to the Price List do not constitute changes to the Terms and Conditions;

Plan - variants in which Services are provided in accordance with the Price List;

Client - a natural person conducting business activity, a legal entity or other entity that has concluded an Agreement with the Service Provider, as it is directly related to their business activity or has a professional nature for them, resulting in particular from the subject of their business activity;

Service Provider - Paweł Łaskawiec conducting business under the name Paweł Łaskawiec - Empiria Studio, ul. Niedźwiedzia 4/3b 54-232 Wrocław, NIP: 9730958111, REGON: 363158346;

Terms and Conditions - these Smart Call application terms and conditions;

Order - an order placed with the Service Provider by the Client using the methods provided by the Service Provider, specifying the parameters of the ordered Service or Services, detailed technical conditions related to its provision (if applicable) and the payment due to the Service Provider;

Confidential Information - any information marked as confidential or treated as such due to its nature;

Personal Data - any information about an identified or identifiable natural person, an identifiable natural person is one who can be directly or indirectly identified, in particular by reference to an identifier such as a name, identification number, location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Account - the Client's individual account in the Smart Call application created by the Service Provider, through which the Service Provider provides Services to the Client;

Billing Period - the period for which remuneration related to the provision of the Service by the Service Provider is charged, the length of which is specified by the Order or Price List;

Agreement - an agreement concluded between the Service Provider and the Client, the general provisions of which are set out in these Terms and Conditions; the Agreement binds the Client's legal successors; the Client may not transfer the rights and obligations arising from the Agreement to another entity without the Service Provider's consent;

Service or Services - services provided by the Service Provider to the Client based on the concluded Agreement via the Smart Call application;

II. General Provisions

1. The Terms and Conditions define the conditions for providing Services within the Smart Call application by the Service Provider to the Client, including the rules for providing Services, remuneration, and termination of Services.
2. Acceptance of the Terms and Conditions is a necessary condition for concluding the Agreement and for the Service Provider to provide Services to the Client.
3. Services are directed exclusively to entrepreneurs and natural persons concluding an Agreement with the Service Provider directly related to their business activity. When the content of this Agreement shows that it does not have a professional nature for that person, resulting in particular from the subject of their business activity - in such a situation, such an entity cannot conclude an Agreement with the Service Provider.
4. The provisions of the Terms and Conditions concerning the Client apply accordingly to the Client's employees and associates, to the extent that they use the Services. The Client is responsible for such persons' compliance with the Terms and Conditions.

III. Conditions for Using the Smart Call Application

1. The use of the Smart Call application is possible provided that the ICT system used by the Client meets the following minimum technical requirements:
 - Internet access,
 - installed web browser (at the time of accepting the Terms and Conditions, the Service Provider guarantees the correct operation of the Service in Google Chrome, Firefox, Opera, Safari browsers),
 - enabled ability to handle "cookies" necessary to display the website;
 - possession of a current, active and properly configured email account;
 - possession of an active mobile phone number;
2. The Client is solely responsible for the configuration of the Services and for the effects of this configuration.
3. When using the Smart Call application, the Client undertakes to provide data that is true, accurate and up-to-date, not misleading and not infringing the rights of third parties; to keep confidential the individual data enabling the Client to log in to their Account, not to provide and

transmit content prohibited by law; and to use the Smart Call application in accordance with the provisions of the law applicable in the territory of the Republic of Poland, the provisions of the Terms and Conditions, and accepted customs.

4. The Client may not use the Smart Call application in a way that causes disruptions in the Smart Call application, in particular through the use of specific software or devices.
5. In case of violation of the obligations referred to in points 2 and 3 above, the Service Provider may deprive the Client of the right to use the Smart Call application with immediate effect, which means termination of the Agreement concluded with the Client due to the Client's sole fault.
6. The content placed in the Smart Call application, including graphic signs, photos and descriptions, is protected by copyright within the meaning of the Act of February 4, 1994, on copyright and related rights. None of the elements of the content published in the aforementioned Smart Call application may be distributed or copied in any way (electronic, mechanical or other) without the written consent of the owner of this content, i.e., the Service Provider.
7. Complaints regarding Services provided as part of the Smart Call application, including improper functioning of the Smart Call application, may be submitted by the Client within 14 days from the moment of noticing the irregularity. The complaint should contain the Client's name and surname, email or correspondence address, and a description of the subject of the complaint. The complaint is submitted by email to: help@smart-call.app or in writing to: Empiria Studio, ul. Niedźwiedzia 4/3b, 54-232 Wrocław. The complaint is considered within 30 days from the date of its receipt.
8. A complaint considered in accordance with the provisions of the Terms and Conditions is not subject to further or repeated consideration by the Service Provider.

IV. Rules for Concluding the Agreement - Client's Access to Smart Call Application Functionalities

1. The provision of Services by the Service Provider to the Client takes place via the Smart Call application. In order to start providing Services, the Client takes the following steps:

a) Path I:

- selecting the interesting variant in which Services are provided (Plans) and clicking on the "Buy package" tile, as a result of which the Client is transferred to the payment subpage (Stripe platform), where the Client fills in the data necessary to issue an invoice and makes payment for the selected Plan;
- after making the payment, the Client is redirected to an information page informing that the payment has been made correctly and an activation link has been sent to the email address provided in the payment;
- to activate the Account, one must follow the link from the email and fill out the registration form, which requires entering the following data: name and surname, email, password chosen by the Client, which must be repeated; then click on the checkbox located under the

registration form to declare familiarity with the Terms and Conditions and acceptance of its provisions, as well as familiarity with the Privacy Policy and acceptance of its provisions, and click "Register";

- after activating the Account, the Client receives access to the functionalities of the Smart Call application in accordance with the selected Plan;

b) Path II:

- registering the Client's Account through the website <https://www.smart-call.app/sign-up> by entering the following data: name and surname, email, password chosen by the Client, which must be repeated; then, in the checkbox located under the registration form, click on the declaration of familiarity with the Terms and Conditions and acceptance of its provisions, as well as familiarity with the Privacy Policy and acceptance of its provisions, and click "Register";
- selecting the interesting variant in which Services are provided (Plans) and clicking on the "Buy package" tile, as a result of which the Client is transferred to the payment subpage (Stripe platform), where they fill in the data necessary to issue an invoice and make payment for the selected Plan;
- after making the payment, the Client is redirected to an information page informing that the payment has been made correctly;
- after activating the Account, the Client receives access to the functionalities of the Smart Call application in accordance with the selected Plan;

c) Path III:

- After a telephone conversation with a sales manager, the Client receives a link to the website;
- selecting the interesting variant in which Services are provided (Plans) and clicking on the "Buy package" tile, as a result of which the Client is transferred to the payment subpage (Stripe platform), where they fill in the data necessary to issue an invoice and make payment for the selected Plan;
- after making the payment, the Client is redirected to an information page informing that the payment has been made correctly and an activation link has been sent to the email address provided in the payment;
- to activate the Account, one must follow the link from the email and fill out the registration form, which requires entering the following data: name and surname, email, password chosen by the Client, which must be repeated; then click on the checkbox located under the registration form to declare familiarity with the Terms and Conditions and acceptance of its provisions, as well as familiarity with the Privacy Policy and acceptance of its provisions, and click "Register";
- after activating the Account, the Client receives access to the functionalities of the Smart Call application in accordance with the selected Plan;

d) Path IV:

- After a telephone conversation with a sales manager and making a payment, the Client receives a personalized link to the website where the selection of the interesting Client Plan is made;
- to activate the Account, one must follow the link and fill out the registration form, which requires entering the following data: name and surname, email, password chosen by the Client, which must be repeated; then click on the checkbox located under the registration form to declare familiarity with the Terms and Conditions and acceptance of its provisions, as well as familiarity with the Privacy Policy and acceptance of its provisions, and click "Register";
- after activating the Account, the Client receives access to the functionalities of the Smart Call application in accordance with the selected Plan;

V. Rules Regarding the Client's Account

1. By activating the Account, the Client receives access to the Account in the Smart Call application. During Account activation, the Client is required to set a personal password for the Account. The password must have a minimum of 10 characters, at least one lowercase letter, at least one uppercase letter, at least one digit, and at least one special character from the list of allowed special characters: [!@#\$\$%^&*].
2. The Client can change the password at any time in the "Edit profile" section of the Account, provided that the password must always meet the requirements specified in paragraph 1 above.
3. Having an Account in the Smart Call application allows the Client to use the Services - functionalities of the Smart Call application in accordance with the selected Plan. By choosing a specific Plan, the Client acknowledges that in their chosen Plan, some Services may be unavailable or limited.
4. If during the Agreement, the Service Provider changes, improves, or updates the Smart Call application and the Services provided within the Smart Call application, their new version will be immediately implemented and made available to the Client through Smart Call updates. The implementation time of the improvement or update of the Services will be appropriate to the degree of advancement and complexity of the technical changes introduced and may require the application of a technical break. Such a change does not constitute a change to the Agreement.
5. Within the Account in the Smart Call application, the Service Provider provides three types of users:
 - Administrator - a person managing the company space, has access to all options of the Smart Call platform: inviting users, removing users, adding and editing scripts, importing/exporting scripts, presenting conversation scripts, access to conversation statistics and managers;
 - Editor - a person managing scripts, has available options of the Smart Call platform: inviting adding and editing scripts, importing/exporting scripts, presenting conversation scripts;

- User - a person with the lowest level of access, has available platform options: presenting conversation scripts;
6. The Service Provider is not responsible for:
- disruptions, including interruptions, in the functioning of the Smart Call application;
 - damages resulting from the Client providing incorrect, untrue or incomplete information during Account registration, use of the Smart Call application, as well as damages resulting from the Client's non-compliance with the provisions of the Terms and Conditions;
 - damages resulting from the Client disclosing to third parties individual data for the Client's Account in the Smart Call application, in particular data necessary for logging into the Account.

VI. Payments

1. The Service Provider provides Services in Plans specified in the Price List.
2. The price for Services is payable in advance for each Billing Period, unless the Agreement states otherwise.
3. The Plan selected by the Client starts after 7 days from the registration date, i.e., after the trial period. During the trial period, the Client may cancel the Plan without incurring any costs.
4. The Client may freely change the Plan from a higher to a lower one at any time during the Billing Period, with the reservation that such a change does not give rise to an obligation on the part of the Service Provider to refund all or part of the fee already paid by the Client. In such a case, the Plan change takes effect at the beginning of the next Billing Period.
5. The Client may change the Plan from a lower to a higher one at any time during the Billing Period, with the reservation that such a change obliges the Client to pay the difference between the price of the lower and higher Plan until the end of the current Billing Period. The Plan change takes effect immediately after the Client pays the difference in Plan prices.
6. When making payment for the selected Plan, the Client can choose the following payment methods:
 - payment by payment cards (Visa, Mastercard, American Express, Discover, Diners Club, China UnionPay),
 - payment using Google Pay;
 - payment using Apple Pay;
 - payment via Blik;
 - payment via the Przelewy24 service; The entity providing payment services is the Stripe platform.
7. The Service Provider reserves the right to disable some forms of payment.
8. The Client may consent to recurring payments, i.e., automated collection of funds within the payment card specified by the Client, for individual Billing Periods that were selected by the Client in the Order. Through the functionality of the Stripe platform, the Client can cancel such payments at any time, which blocks access to those Services to which this form of payment applies after the expiry of the last paid Billing Period.

9. The day of payment is considered to be the day when the Service Provider's bank account is credited.
10. The Service Provider issues a VAT invoice for the use of Services within 7 (seven) days from the date of receipt of payment. The Client declares that they agree to receive invoices in electronic form.
11. The Service Provider reserves the right to change the Price List at any time. The change of the Price List may occur in documentary form, even if the Agreement was concluded in writing. The changed Price List enters into force on the date indicated in the notification of the Price List change, with the reservation that it will not be less than 7 (seven) days. If during this time the Client does not terminate the Agreement, it is considered that they have accepted the changed Price List without reservations. If the Client terminates the Agreement, the unchanged Price List will apply until its end.
12. Payments made to the Service Provider are not refundable, subject to the cases specified in the Terms and Conditions.
13. Failure to make payment by the Client entitles the Service Provider to suspend the provision of Services.

VII. Client's Responsibility

1. The Client bears full responsibility for all data, information, audio files, documents, and other materials sent, stored, or created using the Smart Call application (hereinafter: Client's Content). Rights regarding the Client's Content belong exclusively to the Client.
2. From the moment the Client makes available in the Smart Call application, in any way, Content belonging to third parties, the Client is unconditionally obliged to comply with agreements concluded with third parties, terms of service provision, terms of licensing, regulations of third parties.
3. The Client declares that the Client's Content sent, stored, or created using the Smart Call application does not violate generally applicable laws or the rights of third parties.

VIII. Service Provider's Responsibility

1. The Service Provider bears no responsibility for the Client's Content or any data made available by the Client in the Smart Call application.
2. The Service Provider is not responsible for interruptions in the operation of the Smart Call application and temporary limitations of its functionality, unless they arose from the exclusive fault of the Service Provider.
3. The Service Provider is not responsible for damages incurred by the Client (especially, but not exclusively, loss of Client's data), which are the result of:
 - exclusive action or omission of the Client;
 - use of the Client's Account by third parties who obtained data enabling logging into the Client's Account with the Client's will or in other situations independent of the Service Provider;
 - non-compliance with the provisions of the Terms and Conditions by the Client;

- force majeure;
- faulty operation of other systems, interruptions in the provision of services by third parties;
- integration of the Smart Call application with other applications or external services;
- provision of incorrect or untrue data by the Client;

The Service Provider's liability is in any case limited to actual damages, excluding any kind of indirect damages and lost profits.

The Service Provider's liability is in any case limited to the total amount paid by the Client as part of the payment for Services for a period of 1 (one) month, which directly precedes the date of filing claims against the Service Provider.

IX. Duration of the Agreement

1. The Agreement is concluded for an indefinite period. The Client may terminate the Agreement at any time during its duration with effect at the end of the Billing Period.
2. The Service Provider undertakes to enable the Client to transfer the Client's Content from the Smart Call application upon termination of the Agreement. Upon termination of the Agreement, the Client's Account is deleted.
3. To terminate the Agreement, the Client is obliged to submit a statement of termination of the Agreement by deleting the Account within the functionality of the Smart Call application (the "delete account" button and confirming the account deletion).
4. The Service Provider has the right to terminate the Agreement with the Client at any time, by sending a termination statement via e-mail, without specifying the reason and without the need to observe notice periods (termination with immediate effect). In such a case, the right to the Service expires immediately, and the Service Provider refunds the Client part of the fee for the period in which the Service will not be provided.
5. The Service Provider has the right to terminate the Agreement with the Client at any time, by sending a termination statement via e-mail, without specifying the reason and without the need to observe notice periods (termination with immediate effect) in case of gross violation of the Terms and Conditions by the Client.
6. Termination of the Agreement does not release the Client from the obligation to pay due receivables and fees that will be charged for the Client's use of the Service until the expiration of the Agreement.

X. Personal Data

1. The administrator of the Client's personal data is the Service Provider.
2. The principles of processing personal data by the Service Provider are regulated by the "Smart Call Application Privacy Policy" link:
https://smart-call.app/files/smartcall_privacy_policy_en.pdf

XI. Final Provisions

1. The available means of communication between the Client and the Service Provider are:
 - e-mail: help@smart-call.app
 - correspondence address: Empiria Studio, Niedźwiedzia 4/3b, 54-232 Wrocław
2. The Service Provider reserves the right to unilaterally introduce changes to the Terms and Conditions.
3. The Client will be informed about changes to the Terms and Conditions, along with an indication of the scope of introduced changes, via e-mail to the e-mail address to which the Client's Account is registered, at least 14 days before the new Terms and Conditions come into effect.
4. The Service Provider reserves the right to discontinue further provision of Services via the Smart Call application at any time.
5. The entirety of rights and obligations resulting from the Terms and Conditions may be transferred by the Client to another entity only with the prior consent of the Service Provider. Such consent may be granted in the form of an e-mail message.
6. In matters not regulated by the Terms and Conditions, the provisions of Polish law shall apply.
7. Any disputes arising from the rights and obligations of the parties will be resolved amicably, and in the absence of agreement, these disputes are subject to the jurisdiction of Polish law and will be resolved by Polish courts. Disputes arising between the Service Provider and the Client are submitted to the court competent for the registered office of the Service Provider.
8. The Terms and Conditions are effective from June 25, 2024.