

Terms and Conditions of Automatic Business Modeler software in the SaaS model

§1 . Initial Provisions

1. The present Terms and Conditions determine the detailed principles of provision by the Administrator i.e. Algolytics Sp. z o. o. with its registered office in Warsaw, at ul. Wołodyjowskiego 38a, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register, under KRS number 0000074723, National Business Registry Number (REGON) 017437531, Tax Identification Number (NIP) 9512035710, of Services ensuring use of the Automatic Business Modeler application, available at <https://e-abm.pl/#/> or its extension.
2. The main object of activities of the Administrator is sharing the Services against payment and free of charge, on Hardware Platforms, in particular sharing the Application.
3. Terms and Conditions of the Application are provided free of charge, for each User at
 - a. <http://algolytics.com/products/automatic-business-modeler/abm-free-trial/>
 - b. In the *Account* tab in the Application after the User logs in in a manner enabling downloading, saving and printing the Terms and Conditions.
4. Before using the Services, the User confirms that he/she has become acquainted with the content of the Terms and Conditions by way of a separate declaration of will submitted in electronic version, by selecting an appropriate box at the ABM Website.
5. Web pages of the ABM Website operate on the basis of "cookies" technology. The principles of using "cookies" by the Administrator are included in the Terms and Conditions.

§2. Definitions

1. **The Administrator** - Algolytics Sp. z o. o., having its registered office in Warsaw, ul. Wołodyjowskiego 38a, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register, under KRS number 0000074723, National Business Registry Number (REGON) 017437531, Tax Identification Number (NIP) 9512035710, initial capital: 222 000 (two hundred twenty two thousand) PLN.
2. **Application** - Automatic Business Modeler application, made available for use in the Software as a Service model by the Administrator at the ABM Website used for automatic creation of prediction models and data scoring.
3. **Price** – a fee for the Service (payable each time) selected by the User, stated by the Administrator next to this Paid Service;
4. **Time of Access** – the term each time indicated at ABM Website at Paid Service, when the Administrator provides the Paid Service; the Time of Access is an integral element of the Agreement; the Time of Access is calculated in days.
5. **Data** - any data, including Personal Data supplied to the Administrator or available to it, as well as shared by the Users at the ABM Website in any way, in particular during Registration, using the ABM Website or the Service, as well as sent to the Administrator via e-mail or submitted by phone or otherwise;
6. **Personal Data** - any information concerning the identified or identifiable natural person;

7. **User Data** - a collection of information, Data and other elements presenting and describing the profile of a given User, transferred voluntarily and independently by the User to the ABM Website.
8. **Application Documentation** – the documentation determining functionality of the Application, available at: <https://e-abm.pl/documentation/#> .
9. **Password** - a sequence of characters determined by the Administrator or the User in order to provide the User with authorized access to the Account and/or the Service;
10. **Account** – space network of the User at the ABM Website, available after logging in (i.e. entering the Login and the Password) including a collection of the User Data and enabling the User to use the Application, in particular to enter, use and manage the data, descriptions and other elements related to participation in the ABM Website, as well as to perform operations related to operation at the ABM Website using tools provided by the Administrator;
11. **Login** - individual and unique name enabling identification of the User at the ABM Website that has been completely selected by the User during the Registration at the Website, in particular the e-mail address specified by the User;
12. **Payment Operator** - entity providing payment services as defined by the Act of 19 August 2011 on payment services (Journal of Laws 2011.199.1175 as amended);
13. **Partner** – entity other than the Administrator or the User that, on the basis of a separate agreement of cooperation concluded with the Administrator may (via the ABM Website or beyond it) offer the Users its services, not provided by the Administrator;
14. **Hardware Platforms** – programming environments on which the ABM Website is available according to the technical conditions specified in the Terms and Conditions, in particular computers.
15. **Terms and Conditions** – this document, specifying rights and obligations of the Administrator and the User using the Application, constituting the terms and conditions, and referred to in Article 8 of the Act on electronic provision of services, available at:
 - a. <http://algolytics.com/products/automatic-business-modeler/abm-free-trial/>
 - b. In the *Account* tab in the Application after the User logs in
16. **ABM Website**-website being property of the Administrator, available at <https://e-abm.pl/#/> on Hardware Platforms;
17. **Service** – services rendered by the Administrator electronically on the terms provided in the Terms and Conditions including Paid Services and Free-of-Charge Services consisting in enabling the User to use the Application.
18. **Free-of-Charge Services** - services rendered by the Administrator at the ABM Website electronically on the basis of the Terms and Conditions, except for the Services for which payment is expressly reserved (Paid Services);
19. **Paid Services** – Services rendered by the Administrator electronically at the Website on the basis of the Terms and Conditions for which the Price is expressly reserved, about which the User is informed prior to the beginning of the use of the Paid Service;
20. **User** – entity with the right to use the Service or other persons authorized by the User to use the Service, e.g. employees, collaborators, consultants, contractors, agents, etc.

§3. Scope of the Service

1. Logging in to the Application enables the User to use the Service, including in particular:

- a. automatic creation of prediction models and data scoring,
- b. saving data in the database of the Administrator,
- c. using the free electronic assistance in the scope concerning the User using the Service. Assistance is available on working days, Monday to Friday, at 9:00AM - 5:00 PM CET at e-mail address: abm_support@algolytics.com
- d. after logging in, access to the Documentation Application without any time constraints, via the website <https://e-abm.pl/documentation/#>.

A detailed description of functionality of the Application is available at <https://e-abm.pl/documentation/#>

§4. Principles for the Service Agreement

1. The Service Agreement is concluded by the User with the Administrator of the Website, as stipulated in the Terms and Conditions.
2. The User is bound by the provisions of the Terms and Conditions from the moment of their acceptance when concluding the Agreement concerning a given Service.
3. The User concludes the Agreement concerning the Service, including Paid Service by submission of an order covering:
 - a) selection of the Paid or Free-of-Charge Service if such an option is available for a given User at the ABM Website;
 - b) Registration of the Account including approval of the Terms and Conditions and
 - c) activation of Access in the case of Paid Service.
4. The User activates access to Paid Service at his/her choice:
 - a) by payment of the Price using on-line payment or card payment;
 - b) by transfer to the bank account of the Administrator.
5. Receipts for the Paid Service when the Price has been paid by bank transfer can be received in the registered office of the Administrator. At the request of the User, the Administrator will issue a VAT invoice, which will be submitted to the address indicated in such a request.
6. The Paid Service Agreement is concluded for a definite period of time equal to the Time of Access.
7. The Free-of-Charge Service Agreement is concluded for a definite period of 14 days.
8. The Administrator can offer the User, at the time of concluding the Agreement or during its effective term, extension of effective term of the Agreement by a period equal to another Time of Access.
9. In the event when the User decides to extend the effective term of the Agreement during effective term of the Paid Service Agreement or the Free-of-Charge Service Agreement, the Paid Service Agreement is concluded for definite time equal to the Time of Access whose run begins simultaneously with the end of the current Time of Access in the case of Paid Service, or upon a 14-day period for which the Paid Service has been made available to the User, unless the User requests prior launching of the Paid Service.
10. The Time of Access is notified to the Registered User before entering into the Paid Service Agreement. The Time of Access to Paid Service is an integral part of the Agreement.

11. The Services are available only to the User having an active Account at the ABM Website. For the whole effective period of the Service Agreement, the User is obliged to have an active Account.
12. The User may, at any moment, remove his/her Account from the ABM Website. For this purpose the User should contact the Administrator.
13. Removal of the Account will prevent access to Paid and Free-of-Charge Services, about which the User will be informed by the Administrator.

§5. Registration and Account

1. The Registration on the ABM Website is voluntary.
2. Registration is a condition for creating the Account.
3. Registration is done through: filling in, by the User of the ABM Website, the Internet registration form available at the ABM Website, by supplementing information boxes indicated therein:
 - a) accepting the Terms and Conditions and permitting to process Personal Data contained in the Registration form for the purposes of provision of services at the ABM Website;
 - b) sending by the Administrator a message with the Password to activate the Account to the e-mail address of the User of the ABM Website, stated in the Registration form, which, in the case of Paid Service will take place after the User activates the access to Paid Service in a manner indicated in § 4 of the Terms and Conditions and after the User's payment of the Price for the Service is verified positively by the Payment Operator or the Administrator;;
 - c) activation of the Account by logging in, including entering the Password and the Login being at the same time the e-mail address of the User indicated when filling in the registration form. During the first logging in, the User will be automatically asked for changing the Password to the one individually indicated by the User.
4. During the Registration procedure, specification of Personal Data is voluntary, however, in order to create the Account, it is necessary to specify, during Registration, the following information:
 - a) full name;
 - b) e-mail address;
 - c) company;
 - d) contact phone no.;
 - e) country of origin;
 - f) intention to use the Application
 - g) Tax Identification Number and address for deliveries – if the User submits a request to issue the VAT invoice.
5. As a result of successful Registration, the User of the Website creates and Account and obtains access to the Services provided by the Administrator, and selected by the User.
6. The User may have only one Account at the Website.
7. The Registered User is obliged to protect his/her Password and not to share it with other users of the Website or third parties.

8. The user is obliged to promptly notify the Administrator in the event of becoming aware that a third party has taken possession of the Password. In the case of no notification, the User may bear the risk related to a third party using his/her Account.
9. The e-mail address specified by the User can also be used for electronic communication between the Administrator and the User.

§6. General terms of provision of Services

1. The Service may be provided as Free-of-Charge or Paid Service.
2. Access to the Service, including the Application, is obtained the User by opening a proper page at the ABM Website and logging in to the User Account, unless expressly reserved otherwise.
3. Within the ABM Website, the User may gain access to the following Services:
 - 1) "Trial" Service – enabling free-of-charge use of the Application with full functionality for the period of 14 days, given that this period is counted from the date of activation of the Account;
 - 2) "Basic" Service – enabling paid use of the Application with full functionality for the period of 1 month or 1 year, counted from the date of concluding the Agreement, which includes:
 - a. automatic creation of prediction models and data scoring,
 - b. saving data in the database of the Administrator,
 - c. using free electronic assistance in the scope concerning the User using the Service. Assistance is available on working days, Monday to Friday, at 9:00AM - 5:00 PM CET at e-mail address: abm_support@algolytics.com
 - d. the possibility to launch, at the same time, 1 prediction model construction process
 - e. limit of 100 processes that can be activated altogether within a month (Converter: process launch in Quick mode – x1 | process launch in Advanced mode – x3 | process launch in Gold mode – x5)
 - f. 500MB of disk space
 - 3) "Standard" Service – enabling paid use of the Application with full functionality for the period of 1 month or 1 year, counted from the date of concluding the Agreement, which includes:
 - a. automatic creation of prediction models and data scoring,
 - b. saving data in the database of the Administrator,
 - c. using free electronic assistance in the scope concerning the User using the Service. Assistance is available on working days, Monday to Friday, at 9:00AM - 5:00 PM CET at e-mail address: abm_support@algolytics.com,
 - d. the possibility to launch, at the same time, 3 prediction model construction processes,
 - e. limit of 250 processes that can be activated altogether within a month (Converter: process launch in Quick mode – x1 | process launch in Advanced mode – x3 | process launch in Gold mode – x5),
 - f. 2GB of disk space.
 - 4) "Premium" Service – enabling paid use of the Application with full functionality for the period of 1 month or 1 year, counted from the date of concluding the Agreement, which includes:
 - a. automatic creation of prediction models and data scoring,

- b. saving data in the database of the Administrator,
 - c. using free electronic assistance in the scope concerning the User using the Service. Assistance is available on working days, Monday to Friday, at 9:00AM - 5:00 PM CET at e-mail address: abm_support@algolytics.com,
 - d. the possibility to launch, at the same time, 10 prediction model construction processes,
 - e. limit of 1000 processes that can be activated altogether within a month (Converter: process launch in Quick mode – x1 | process launch in Advanced mode – x3 | process launch in Gold mode – x5),
 - f. 10GB of disk space.
- 5) "Custom" Service – enabling paid use of the Application with full functionality in the period and on the terms agreed individually between the Administrator and the User.
4. The Administrator is entitled to temporary and short-term down-times of the ABM Website or particular Services for its improvement, adding the Services or conducting the maintenance.
 5. The Administrator is entitled to conduct, at the ABM Website, information, promotional and advertising activity, including posting advertisements of goods and services at the Website.
 6. The Administrator does not provide services offered by the Partners, in respect of which the Agreement concluded according to the Terms and Conditions is exclusive of such services.
 7. The Services offered by the Partners are provided by them and are subject to separate principles regulated by the Partners. The User will be informed about the terms on which the Partners provide their services at the ABM Website before beginning to use them.
 8. In the event of temporary deactivation of provision of Services the Administrator shall notify the Paid Service Users thereof, and access to the Service will be accordingly prolonged at the request of the Paid Service User, sent in the complaint mode to the address of the Administrator.
 9. The Administrator is not an entity providing payment services.

§7. Technical requirements necessary to use the Services

1. Technical terms of use of the ABM Website are significant for its proper functioning, as well as for the security of the Data stored on the Account.
2. Access to and use of the ABM Website and the Application are possible for the User using a computer:
 - a) equipped with any operating system;
 - b) with one of the following browsers installed, with enabled operation of "cookies" and JavaScript:
 - i. Chrome (the latest version);
 - ii. FireFox (the latest version);
 - c) Broadband Internet access.
3. The condition for using the Services at the ABM Website is, in addition, that the User must have an e-mail inbox.

§8. Personal Data protection and processing and Privacy Policy

1. Personal Data are subject to legal protection, and the administrator of the Personal Data processed within the ABM Website is the Administrator.
2. Every User has the right to inspect his/her Personal Data processed by the Administrator, the right to correct his/her Personal Data, as well as to demand to cease processing such data and to remove them.
3. In order to exercise the rights referred to above, it is required to send a proper request in writing to the Administrator with the following note: "Personal Data" or via e-mail to abm_support@algolytics.com. Revocation of consent to processing of the User's Personal Data by the Administrator is tantamount to resignation from the use of the Service and will result in removal of personal data of the User.
4. The Administrator does not share the User Personal Data in any way other than stemming from the object of activity of the ABM Website or the scope of granted consents and statements, to other data administrators without the legal basis ordering the Administrator to do so, and ensures making any effort so that Personal Data are guarded properly, and especially as stipulated in the provisions of the Act on personal data protection and executive regulations issued on its basis. The User Personal Data may be, however, entrusted to another entity for processing as necessary to provide the Services, in accordance with the Act on personal data protection of 29 August 1997 (Journal of Laws 1997 no. 133 item 883 as amended).
5. The Administrator pays special attention to Users' privacy protection, selects and uses, with all due diligence, any technical and organizational measures ensuring protection of the processed Personal Data including security of programming nature, such as data encryption systems. The Administrator, in particular, protects data against their disclosure to unauthorized persons and processing with violation of binding legal regulations. The Administrator exercises constant control over data processing and limits access to the data by third parties to the greatest possible extent, giving appropriate authorizations only when it is provided by the law.
6. Personal Data of the User are processed in order to provide the Service. The collected personal data may also be used for informing the User on the Administrator and the services provided by it. The Administrator reserves the right to disclose selected information concerning the User or other natural person using the Services to competent authorities, or to third parties that report a request to provide such information, relying on an appropriate legal basis, only when it is compliant with the regulations of the law binding on the territory of the Republic of Poland. Apart from cases above, information regarding the User will not be disclosed to any third party without permission of the User, excluding cases in which entrusting processing of personal data to third parties is necessary to complete the Service.
7. Under the Service implementation, the following data are processed: full name, e-mail address of the User, password, firm, contact telephone number, country of origin, Tax Identification Number (NIP) and address - if the User submits a request to issue the VAT invoice.
8. Sharing Personal Data by the User is voluntary, however, it is necessary for provision of the Service.
9. The Administrator informs that it will process, in accordance with the legal regulations valid on the territory of the Republic of Poland, also data concerning the number (including IP) and the type of the end device of the User. These data are processed in particular for technical purposes, as well as for collecting general statistical information. The Administrator uses cookie files in order to collect information associated with using the Service by the User.
10. After the User stops using the Service, the Administrator may process personal data of the User to the extent necessary for the following purposes: determining whether use of the

Service by the User was compliant with the Terms and Conditions and legal regulations, as well as clarifying the circumstances of possible prohibited use of this Service.

§9. Breach of the Terms and Conditions by the User

1. It is prohibited to use the ABM Website and the Application for other purposes, contradictory with the law or violating the Terms and Conditions.
2. The User is not allowed to use the Application to process:
 - a. content (data) of illegal character, i.e. forbidden by valid legal regulations, including unlawfully acquired by the User;
 - b. personal data, as defined by the Act on personal data protection of 29 August 1997 (Journal of Laws 1997 no. 133 item 883 as amended). In addition, the User shall be obliged not to use the Application in a manner disrupting its operation.
3. The User may neither perform the following activities nor allow for their performance:
 - a) permanently or temporarily duplicate the Application, either in full or in part, by any means and in any form,
 - b) reproduce, duplicate the code or translate its forms as defined by Article 74, passage 4 item 1 and 2 of the Act of 4 February 1994 on copyright and ancillary rights (Journal of Laws 1994, No. 24, item 83 as amended) (reverse engineering),
 - c) reproduce, decompile, disassemble, translate unless it is allowed by absolutely binding legal regulations and only in this respect,
 - d) develop, generate or market computer software with the intended use and/or functionality similar to the Application or undertake other actions violating copyright of the Administrator or third parties;
 - e) distribute and/or dispose of the Application or its copy of, including renting, leasing, transferring for lease, lending or providing for use to other entities in any other way, free of charge or paid,
 - f) remove or change trademarks and information about the Application and the Administrator given in the Application or in the Application Documentation attached thereto, as well as to place any other marks or information on these elements;
 - g) use Services in a manner which may result in disturbance of proper functioning of IT systems of the Administrator and proper provision of the Services for other Users;
 - h) spread computer viruses or other kinds of harmful software or components.
4. The User is under the obligation to immediately inform the Administrator of each justified suspicion of security breach, along with loss, theft or unauthorised use or disclosure of the User Login or Password.
5. The User cannot use the Service for storing or transferring any content, including any User's data which may be offensive, libellous, contain threat or be otherwise prohibited or inconsistent with the law, including the content which can violate intellectual property rights or copyrights.
6. The User who uses the Website in an unacceptable manner, as described in passage 2, 3 and 5 above is subject to sanctions concerning restriction of using the Website, including:
 - 1) Removal of the Data sent to the Website by the User;

- 2) Suspension of the Agreement implementation by blocking the Account or the Service in connection with which the Terms and Conditions were violated;
 - 3) Termination of the Agreement and permanent Removal of the Account from the Website.
7. In the case of imposing sanctions by the Administrator, the User has the right to a complaint on the terms stipulated in the Terms and Conditions.
 8. If the action of the User violating the Terms and Conditions has caused damage to the Administrator, in particular by limitation (in whole or in part) of the availability of the Website for other users, the Administrator may lodge claims against such a User in court.

§10. Copyright and ancillary rights

1. Proprietary copyrights and ancillary rights to the ABM Website as a whole and its particular parts, graphic, word or music elements as well as the rights to composition of these elements and to their layout on the web site are granted to the Administrator.
2. The Administrator states that it is entitled to exclusive proprietary copyrights to the Application, except for its elements which constitute libraries from the so-called open-source software (open source libraries). These libraries have been included in the Application and are disseminated under the Application in accordance with separate license conditions determining the principles of their operation.
3. Any data sent to the Application by the User shall remain the User's property. The Administrator will store the data from the moment of their transfer to the Application for the period of at least 2 weeks from expiry of the Agreement, which does not apply to Personal Data. After the period referred to in the previous sentence the Administrator will have the right to remove the data entered by the User. The data will be removed also at the request of the User sent to the e-mail address of the Administrator: abm_support@algolytics.com.
4. Any models made using the Application are the User's property.

§11. Principles of liability of the Administrator

1. The Administrator shall not bear responsibility for:
 - a) the way in which the User Account is used, nor for any resulting effects or damage, both for the User, as well as any third parties;
 - b) the content of transmitted data sent to the Application by the User;
 - c) effects arising from third parties' taking possession of the User Password, if this fact is a consequence of actions and omissions of the User;
 - d) down-times of the Accounts, arisen for reasons lying beyond the control of the Administrator,
 - e) loss of data entered to the Application by the User and caused by action of external factors (e.g. cable, hardware, software breakdown, etc.) or other circumstances independent from the Administrator,
 - f) damage suffered by the User caused by improper data record or readout.
2. Warranty for defects in the Application and the Application Documentation is hereby excluded in the broadest scope provided by law.
3. The Administrator shall not be deemed liable for loss of databases and data, loss, destruction, damage to computer software and hardware, loss of the reputation by the User, losses

sustained, among others, as a result of downtimes and breaks at work of the User under any claims raised by business partners of the User, cost of provision of replacement software or replacement hardware, arising for reasons not controlled by the Administrator and as a result of incorrect installation and operation of the Application.

§12. Reporting errors /complaints

1. Any errors and irregularities associated with the provided Service should be reported electronically to the Administrator via e-mail to the following address: abm_support@algolytics.com.
2. In the complaint, the User should indicate its subject, in particular describe the Service the complaint applies to, as well as circumstances justifying the complaint, and provide the data allowing contact with the User (e.g.: Login, mailing address, contact phone number or e-mail address).
3. Complaints will be examined by the Administrator immediately within no more than 14 days from reporting a complaint.
4. No complaint examination within 14 days from its reporting shall be deemed acknowledging the justified character of the complaint.
5. The User expresses permission for the Administrator to interfere in the technical structure of the User Account, in order to diagnose irregularities in the functioning of the Services, as well as to making changes or any other impact on the technical aspect of the Account in order to restore proper functioning of the Account itself or the Service, or for its modification in accordance with the complaint demand from the User.
6. If a complaint application does not contain data enabling contact with the User, the Administrator is entitled to leave a complaint without examination.
7. Complaints concerning payment services should be sent directly to the Payment Operator. Complaints about payment services addressed to the Administrator will be transferred by the Administrator immediately to a proper third party, which is responsible for complaint examination, about which the User will be informed by the Administrator.
8. Lodging a complaint by the User, as well as its rejection or leaving it without examination by the Administrator, does not affect the User's right to seek claims in court according to valid legal regulations.

§13. Expiry of rights and termination of the Agreement

1. The Paid Service Agreement concluded for the Time of Access shall expire after the lapse of the Time of Access.
2. Termination of the Paid Service Agreement takes place, in addition, as a result of:
 - a) submission by the User of the statement on resignation from further use of the Paid Service,
 - b) reporting by the User a demand to cease processing of personal data, necessary for further provision of the Service,
 - c) unilateral statement of will of the Administrator on termination of the Agreement with immediate effect if the User uses the User Account in a way conflicting with the Terms and Conditions,

3. The User is entitled to terminate the Free-of-Charge Service Agreement at any time with immediate effect, for convenience.
4. Termination of the Free-of-Charge Service Agreement by the User may take place in any manner, in particular by:
 - a) ceasing to use the Free-of-Charge Service;
 - b) sending a statement in writing, by phone or to the internet address that should be addressed to the Administrator;
 - c) sending to the Administrator a request for removal of the Account.
5. The User who has paid the Price, thus concluding Paid Service Agreement with the Administrator, may terminate the Agreement for convenience within 14 days, calculated from the date of concluding the Agreement (payment of the subscription fee). The statement on termination should be sent to the Administrator indicating data ensuring identification of the User (full name, e-mail address), the mailing address and the number of the bank account to which the paid subscription fee should be returned
6. The Administrator reserves the right to refuse to provide the Service for the benefit of the User who intends to create or creates an Individual User Account again, after prior removal of his/her Account, due to the breach of the Terms and Conditions

§14. Consumer right to terminate the Agreement

1. The right to terminate the Paid Service Agreement or Free-of-Charge Service Agreement is granted to the User who has concluded, with the Administrator, the Agreement as a consumer, namely for purposes not related to the business or professional activities conducted thereby, and the Agreement has been concluded at a distance or outside the company's premises. The right to terminate the Agreement on the same terms as the consumer shall also be granted to other entities covered by law by Article 221 of the Civil Code.
2. The User referred to in passage 1, may terminate the Paid Service Agreement or Free-of-Charge Service Agreement within 14 days from its conclusion.
3. The User terminates the Agreement by sending the statement on termination of the Agreement in writing or via e-mail to the address of the Administrator.
4. The right to terminate the Agreement shall not be provided to the User if with his/her consent the Administrator started providing the Service before the lapse of 14 days from concluding the Agreement.
5. The User is notified on the loss of right to terminate the Agreement before the provision of the Service according to valid legal regulations.

§15. Principles of validity and amendments to the Terms and Conditions

1. These Terms and Conditions shall enter into force as of 18.04.2016
2. Amendments to the Terms and Conditions proposed by the Administrator, along with their effective date, will be made available to the Users in the same way in which the Agreement has been concluded with them. They will also be shared at the Website, along with information about the proposed amendment to the Terms and Conditions. In addition, the User will be informed about any amendments to the Terms and Conditions via e-mail. In case of lack of approval with regard to the provisions of the amended Terms and Conditions the User will send resignation from using the Service via e-mail to abm_support@algolytics.com. The User

may resign at any time, by sending to the Administrator, by e-mail, information about resignation, along with a request to delete the account and any data related to his/her account.

3. The User being a party to the Agreement concluded for an indefinite period of time, who does not accept the proposed amendments to the Terms and Conditions, may terminate the Agreement with due observance of the period of notice of one month starting on the last day of the month in which the User was provided with proposed amendments to the Terms and Conditions. The User may terminate the Agreement by sending a respective statement to the address of the Administrator.
4. The User, being a party to the Paid Service Agreement for the Time of Access, is provided the Paid Service by the Administrator according to the Terms and Conditions valid on the day of concluding the Agreement, until the expiry of the Time of Access for which the Agreement has been concluded.

§16. Final provisions

1. The current content of the Terms and Conditions is available constantly for the User after logging in to the Application in the *Account* tab.
2. In cases not regulated in the Terms and Conditions, the binding regulations of the Polish law will apply.
3. Acceptance of these Terms and Conditions means familiarization with their content and expression of consent to them.
4. Any disputes will be examined by competent Polish common courts.
5. Any information about violations of the Terms and Conditions by the User should be addressed to the Administrator: abm_support@algolytics.com