

Regulations on the provision of services by Simply4net Spółka z ograniczoną odpowiedzialnością

Art. 1

Scope of the Regulations

This document regulates the principles of using of the Website services provided for by Simply4net spółka z ograniczoną odpowiedzialnością.

Art. 2

Definitions

Administrator - Website owner - Simply4net spółka z ograniczoną odpowiedzialnością with its registered office in Poznań, Królowej Jadwigi Street 43, 61-871 Poznań, NIP 9721244748, REGON 302464929, entered into the National Court Register - Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Department of the National Court Register under KRS no. 0000490159, having share capital in the amount of PLN 96,450.

Data – all information collected by the Administrator from the Stores and from the Producer's page about Consumer activity and with regard to potential purchases (e.g. number of clicks, offers displaying, product sales statistics, price distribution, availability), and made available to Producers.

Product Information - information about the Producer's products or services offered by the Store along with their approximate price.

Customer - a person visiting the Producer's www page who is potentially interested in services or products of the Producer offered by the Store.

Consumer - a natural person performing a legal act which is not related directly to his business or professional activity.

Account - a place on the website available after logging in (after entering login and password), in which each registered User can enter and modify his personal data or other information.

Buyer - a person who, after clicking on the appropriate link in the Software, purchased a specific good or service.

Software - a work within the meaning of the Act on Copyright and Related Rights, which is a computer software (mobile application), in particular in the form of a widget, which allows to display the content of Store and enables comparing prices of individual products, as well as codes registering transactions placed on the Store's pages. Within the scope of mobile devices, the Software can be created for a specific device and operate only on this device and according to specific technical requirements.

Producer - a natural person, legal person or organized entity to whom the law provides for legal capacity, which conducts business activity and which has successfully passed the registration procedure on the Website and provided commercial information necessary for their inclusion in the Software and is interested in advertising of products through the Website or Software installed on own www page.

Regulations - these regulations on the provision of services.

Website - the website operating under the address <https://100shoppers.com> or <https://getbuybox.com> administered by the Administrator.

Store - an entity offering the Producer's products or services.

Service Provider - Administrator or other entity - a natural or legal person conducting activities in the field of services offered through the Website.

User - an entity being a Producer.

Art. 3 **General provisions**

1. The Regulations specify the conditions under which the Administrator and Service Provider provides services to Producers.
2. These Regulations are the regulations referred to in art. 8 of the Act of 18 July 2002 on the provision of electronic services (consolidated text, Journal of Laws 2019, item 123 as amended).
3. The Regulations are available for displaying on the Website and are made available each time at the request of the Producer, and can also be sent to the User directly after the registration process to the e-mail address given the User.
4. All registered names and trademarks are vested in relevant authorized entities and are listed only for the identification of their products or services.
5. The Administrator or Service Provider may introduce separate or additional conditions for the provision of services and products, including the form of promotion regulations or separate regulations which shall be applicable for User after his acceptance.
6. Whenever the content of the Regulations refers to notification, information, consent or to any other form of contact with the Administrator or Service Provider, this shall mean sending an e-mail to the User's address given during registration process, unless otherwise is agreed in specific provisions of the Regulations.
7. By accepting the Regulations, the User agrees to send to his e-mail address given during registration process all information related to the implementation of these Regulations, in particular their current version, amendments and other information in accordance with applicable law.

Art. 4 **Provision of services**

1. Having of own Account on the Website, as well as getting acquainted with Data stored on the Website is payable. The conclusion of contract for provision of services in the scope specified in this article takes place after successful completion of the registration process and the creation of the Account. The contract is concluded for an indefinite period. The contract for provision of services is terminated upon the deletion of the User's Account by the User or Administrator, after prior termination notice regarding the contract for the provision of services.
2. The Service Provider provides Software, that allows redirection after clicking the Product Information by the Customer to the Store's website.
3. Provision of services consists in directing the Customer who visits the Producer's www page to online stores. Redirection occurs via the Software within subscription. Within the

provided services the Producer may freely configure the scope of displayed information (e.g. price, selected Shops). As part of an additional subscription, the Service Provider may provide reports on products, sales, prices and product availability.

4. After accepting the Regulations (and any additional contractual provisions related to the services provided by the Service Provider which were selected by the Producer), the Producer is granted an appropriate license for the Software allowing to use the services. Intellectual property rights to the content on the Website, including Software and other applications, belong, depending on the services offered, to the Administrator or Service Provider.
5. Each User may express a voluntary consent to receive newsletter sent to the e-mail address given both during and after using the Website.
6. Each User has the option of a free 14-day trial period starting from the date of opening the Account, during which he has access to a fully functioning Service.

Art. 5

Registration and use of Website

1. The basis for using the Services is the acceptance for the conditions of these Regulations given by the Producer, registration and creation of User's account.
2. Registration consists in correct completion of the required fields in the registration form on the Website and acceptance of the Regulations, sent to the User's e-mail address provided by him after the successful conclusion of the contract for use of the Website.
3. User of the Website may be any person or entity that has the capacity to perform legal actions and has accepted the provisions of the Regulations, and has also completed the registration procedure on the Website, resulting in the successful creation of an Account.
4. The User is required to provide real data. Detection of incorrect or incomplete data will permanently block the Account.
5. The User shall update the data given in the registration form each time they change.
6. During registration process, and at any time after, the Producer may freely agree to receive commercial, advertising and marketing information sent by the Administrator or Service Provider and may give a separate consent to receive commercial, advertising and marketing information from the Administrator's business partners. The Producer may resign from receiving of such information at any time.
7. The Producer may change or delete his personal data by editing of his Account on the Website.
8. The Producer may impose time restrictions for the use of part or all of options of the Website or Software, as a sanction for non-compliance with the Regulations. If the Producer has more Accounts, a blockade may be applied to all of his Accounts.
9. The Administrator shall not be liable for damages for any losses or damages arising in case of Account blockade or deletion due to a breach of the Regulations.
10. The Administrator has the right to remove from the Website all materials posted by the Producer, which do not comply with the Regulations without giving a prior information to the Producer

Art. 6

Producer's obligations

1. The Producer is obliged to:
 - a. place script provided by the Service Provider,
 - b. current updating of Product Information (e.g. in XML file format) which shall contain in particular:
 - name of a product or service,
 - EAN or GTIN code,
 - the producer code,
 - recommended price (catalogue price).
2. Panel displays potential Stores whose Product Information can be published by the Producer on his www page.
3. If the Product Information is displayed by the Producer, then it shall be considered that the Product Information is displayed for an indefinite period.
4. Within the area intended for displaying Product Information, it is possible - in the absence of adequate Product Information - to display Product Information, which will be based on cookies, which are saved by the web browser of the end device of the User of the Producer's services. The ability to display Product Information of a product or products similar to the user's (potential Buyer's) preferences determined on the basis of previous activities carried out via a web browser depends on changing by the Producer of the regulations, privacy policy, conditions of providing services electronically or in other documents specifying the way in which the Producer provides services to its users, allowing the Producer to collect information about users using cookies files. After making such changes, the Producer shall inform the Service Provider about this fact, to enable linking of his advertising space with the Product Information display service in the way described above. Customer acceptance for the collection of cookies enables the Producer to process at least the following data:
 - a. determining which Product Information was presented to the user viewing the www page using the Software widget, and
 - b. determining the user's behavior on the www page, where the Software widget is located, including how the user will use the widget.
5. In order to implement the provisions of para. 4, the Producer concludes a personal data processing agreement with the Service Provider, which constitutes Annex No. 1.

Art. 7

Technical requirements

1. The Website and Software may contain such elements as:
 - a. active links, enabling the User to access www pages other than the Website; in the case of www pages of entities other than the Service Provider, the Service Provider reserves that it has no influence on the content of these pages, this content is not verified and the Producer has no influence on the privacy policy pursued by the administrators of these pages and recommends that you read all regulations and other documents regarding the privacy policy and products or services offered on these pages,
 - b. frames,
 - c. advertisements and other promotional and advertising materials, in any form and message, including active advertising banners.
2. In order to use the Website, it is necessary for the User to have an active connection to the Internet and an Internet browser enabling displaying www pages, personal computer (PC) or a mobile device with at least the following parameters:
 - a. Internet access 256 kbps or faster,

- b. Internet browser installed.
3. It is recommended to use the following web browsers in the following versions or newer, with "cookies" enabled:
 - a. Internet Explorer 10,
 - b. Mozilla Firefox 22,
 - c. Opera 15,
 - d. Safari 9,
 - e. Google Chrome 28.
4. In the event of other specific conditions which shall be met by the User's computer or mobile devices, the information in this respect will be specified in separate regulations presented on the Website

Art. 8 Settlements

1. Producer is obliged to pay for a subscription, in accordance with the price list on the Service Provider's website <https://100shoppers.com/pricing/> or agreed individually with the Service Provider, for all services performed by the Service Provider.
2. The producer makes a subscription payments and payments for additional services to the Service Provider's bank account. The Service Provider may allow for use of payments via Paypal, Revolut and other payment services.
3. The Producer shall receive a VAT invoice for services purchased through the Panel or via e-mail.
4. The settlement referred to in para. 1 takes place within one-month settlement periods.
5. Costs of any exchange rate differences and fees related to the transfer are covered by the Producer.

Art. 9 License

1. By acceptance of these Regulations and any other required regulations, as well as by downloading and installing the Software, the Administrator, who has the author's proprietary rights to this Software, grants the Producer a free of charge license to use the Software (License).
2. The License referred to in par. 1, entitles the Producer to use only the specified functions of the Software and use the Website.
3. The Producer is not entitled in particular to:
 - a. to distribute or make available in any way the downloaded data that is part of the Website or Software to third parties,
 - b. downloading or reproducing data that is part of the www page or software, to which the Service Provider has exclusive copyright, for purposes other than the implementation of contracts concluded on the Website, in particular for the needs of third parties;
 - c. disseminating, reproducing, copying, sharing, leasing, selling Data stored on the Website to third parties, regardless of the form;
 - d. granting of sublicense;
 - e. decompilation, disassembly, modification and reverse engineering of data being part of the www page or software.
4. The license is non-exclusive and non-transferable.

5. Producer grants the Administrator a license to use the name and logotype of the Producer and information about the Producer in any type of information and promotional materials (including electronic and being available on the Internet) related to the implementation of the contract by the Administrator. The license is granted for a specified period, i.e. for the duration of the contract, from the day of signing. The license may be terminated at any time upon a 2-week notice period, by submitting an appropriate statement by e-mail. The license is non-exclusive, free of charge and covers the territory of the Republic of Poland and the area outside its borders.

Art. 10 Complaint procedure

1. In case of any irregularities regarding the functioning of the Website or Software or displaying Product Information, the Producer shall be obliged to inform the Service Provider of this fact immediately.
2. All complaints may be submitted: in person, in writing, by post to the following address: Simply4net Sp. z o.o., ul. ul. Królowej Jadwigi 43, 61-871 Poznań, and by electronic means of communication, including electronic mail to the following address: hello@100shoppers.com.
 - a. Each complaint shall contain at least:
 - b. description of specification of the advertised service;
 - c. specification of the date, type and description of irregularities in the service;
3. Producer's contact data, such as: correspondence address, e-mail address or telephone number.
4. The Service Provider shall consider complaints immediately, but no later than within 14 (in words: fourteen) business days from the date of its submission. In special cases, the time limit for consideration of a complaint may be extended by a further 14 days, especially if the complexity of the subject of the complaint excludes the possibility to consider it within the first 14 days.
5. A response to the complaint will be sent to the User's e-mail address provided in the complaint or if the complaint has been submitted in writing to the address indicated in the complaint letter.
6. If the service is unavailable, the Producer is obliged to notify the Service Provider of this fact immediately, and the Service Provider should restore the service within 24 hours of receiving the notification.

Art. 11 Termination of Contract

Each Party has the right to terminate the Contract with one month's notice, effective at the end of the month. The declaration containing termination of the Contract shall be sent by e-mail.

Art. 12 Disclaimer and Confidentiality

1. All activities of the Producer under the Website should comply with the provisions in force in the territory of the Republic of Poland, generally accepted principles of morality,

present regulations and it is in particular forbidden for the Producer to post illegal content.

2. The Producer may copy, duplicate or in any other way use in whole or in part, all information, data or other content obtained in connection with the provision of services, only upon the direct consent of the Administrator, except from permissible use for purposes other than the provision of services specified in these Regulations, according to the provisions of the Act on Copyrights and Related Rights from 4. February 1994. The Administrator may not give his consent to perform the activities specified in the sentence above in relation to data or their processing received from other entities.
3. The Administrator and the Service Provider shall not be liable for the way of using the Website by the Producer or a person acting on his behalf and for the consequences of using the Website if the use was contrary to the provisions of these Regulations.
4. The Administrator and the Service Provider shall not be liable for damages suffered by the Producer or a person acting on his behalf caused by threats occurring on the Internet which are independent from the Administrator and the Service Provider. In addition, the Administrator and the Service Provider are not liable for interruptions in the provision of access to the Website for technical reasons (e.g. maintenance, inspection or replacement of equipment) or other reasons being beyond the control of the Administrator or the Service Provider.
5. The Administrator reserves the right to stop providing access to the Website, after prior notification on the Website. The cessation of the Website's operation will be connected with the change or termination of the agreements binding the Service Provider and the Administrator with the Producer.
6. The Administrator and the Service Provider are not responsible for unavailability of the service or its incorrect functioning caused by:
 - a. the malfunctioning of the Internet, in particular interruptions or delays in transmission,
 - b. traffic management mechanisms used by Internet providers,
 - c. other technical aspects over which the Administrator has no influence, despite preserving due diligence in for provision of services through the Website.
7. The Administrator shall keep confidential information obtained from the Producer in secret (hereinafter: Confidential Information). Confidential information includes all information obtained by the Administrator in connection with the cooperation and provision of services to the Producer, which disclosure to third parties could expose the Producer to damage, and in particular information constituting trade secrets within the meaning of art. 11 paragraph 4 of the Act On Combating Unfair Competition, information of a financial, personal, technical, technological and organizational nature, information including pricing policy, distribution and marketing concepts, as well as all other information obtained in connection with the legal relationship between the Parties, if this information is real or potential, tangible and intangible assets and are not widely available.

Art. 13

Final provisions

1. Any disputes that may arise in connection with this document will be resolved through negotiations between the parties and parties shall act in good faith. If the procedure provided for in the above sentence proves ineffective, the dispute shall be submitted to common courts competent for the seat of the Administrator or the Service Provider.

2. This document as well as the documents referred to therein are subject to the provisions of Polish law, including in particular the provisions of the Act of 23 April 1964 Civil Code (Journal of Laws of 1964 No. 16, item 93, as amended), the Act of 18 July 2002 on the provision of electronic services (consolidated text, Journal of Laws 2019, item 123 as amended) and the Act of 4 February 1994 on copyright and related rights (Journal of Laws of 2019 item 1231 as amended).
3. All comments, opinions, and information on violation of the Regulations should be sent to the e-mail address: hello@100shoppers.com.
4. Declaration of given provisions of these Regulations as invalid or ineffective according to the law in force, shall not affect the validity or effectiveness of the remaining provisions of the Regulations. The rules closest to the purposes of the invalid provisions and the entire Regulations shall be applicable in place of the invalid provisions.
5. The Administrator reserves the right to change the provisions of the Regulations, Privacy Policy or add additional conditions after informing the User a minimum of 14 days before the change, and by indicating the date of the last change at the end of the Regulations.
6. In the absence of acceptance of the new provisions of the Regulations, Privacy Policy or additional conditions referred to in paragraph 1, the Producer may withdraw their acceptance. In such a case, the Producer shall apply the current version of the documents, unless the Administrator indicates that failure to accept the provisions will terminate the contract between the Administrator or the Service Provider and the Producer, which may result in the deletion of the User Account with all consequences described in the Regulations.
7. The Regulations, as well as the Privacy Policy and the conditions referred to in these Regulations and in separate regulations shall supplement the contract or contracts concluded by the parties and shall regulate the use of the Website by the Producer.
8. The current version of the Regulations and the Privacy Policy is available at the following address: <https://100shoppers.com/terms>.
9. The Regulations includes an Annex 1 - Agreement entrusting the processing of personal data
10. These Regulations shall enter into force on October 25, 2019.

**Annex 1 to the regulations for the provision of services by Simply4net sp. z o.o.
Personal data processing agreement.**

Agreement entrusting the processing of personal data

Concluded between:

The Producer, hereinafter referred to as the "Data Administrator" or "Administrator"

and

Service Provider, referred to in this agreement as the "Processor" or "Processor", hereinafter jointly referred to as "Parties" or individually "Party".

§ 1 - DEFINITIONS

For the purposes of the Agreement, the Administrator and the Processor determine the following meanings of the following terms:

1. Personal Data - data within the meaning of art. 4 point 1) of Regulation 2016/679, i.e. all information regarding an identified or identifiable natural person.
2. Processing of Personal Data - any operations or set of operations performed on Personal Data or Personal Data sets in an automated or non-automated manner, such as collecting, recording, organizing, organizing, storing, adapting or modifying, downloading, viewing, using, disclosing by sending, disseminating or otherwise providing, matching or combining, limiting, deleting or destroying within the meaning of art. 4 point 2) of Regulation 2016/679.
3. Agreement - this agreement.
4. Main Agreement – a contract concluded by the Administrator with the Processor for the provision of 100shoppers.com services.
5. Regulation 2016/679 - 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, and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of Laws of the EU. L. of 2016 No. 119, p. 1).

§ 2 - STATEMENTS OF THE PARTIES

The Parties declare as follows:

1. The Parties declare that the Agreement has been concluded in order to perform the obligations referred to in art. 28 of Regulation 2016/679, in connection with the conclusion of the Main Agreement,
2. The Administrator declares that he is the administrator of Personal Data within the meaning of art. 4 point 7) of Regulation 2016/679, i.e. is an entity which alone or together with others sets the purposes and methods of processing of Personal Data.
3. The Processor declares that he is a processor within the meaning of art. 4 point 8) of Regulation 2016/679 under the Agreement, which means that it will process Personal Data on behalf of the Administrator.

§ 3 - SUBJECT AND DURATION OF PROCESSING

1. The subject of the Agreement is entrustment to the Processor by the Administrator with the processing of personal data in connection with the provision of the 100shoppers.com service.
2. The Administrator entrusts the Processor with Personal Data for processing, and the Processor shall process them in accordance with law and the Agreement.
3. The Agreement is concluded for the duration of the Main Agreement and performance of all obligations under the Agreement.

§ 4 - TYPES OF PERSONAL DATA AND CATEGORIES OF PEOPLE WHO THE DATA CONCERNS

1. The Administrator entrusts the Processor with the processing of personal data of subjects visiting the Producer's www page.
2. The scope of Personal Data processed by the Processor under the Agreement includes data contained in cookies, storage of the IP number and the behavior of the subject visiting the www page.
3. The type of entrusted data does not include the so-called specific categories of data referred to in art. 9 sec. 1 of Regulation 2016/679.

§ 5 - NATURE AND PROCESSING PURPOSE

1. The Processor may process Personal Data only to the extent and purpose provided for in the Agreement.
2. The purpose of entrusting Personal Data Processing is to provide 100shoppers.com services.
3. Within the scope of achieving the goal specified in par. 2 above, the Processor is entitled to perform on data the following operations: collecting, recording, organizing, organizing, storing, modifying, downloading, viewing, using, disclosing by sending, disseminating, sharing, deleting, destroying.
4. The entrusted data will be processed by IT systems.
5. Due to the purpose of entrusting the processing of personal data, data processing will be cyclical.

§ 6 - DETAILED RULES FOR ENTRUSTMENT OF PROCESSING

1. The Processor processes Personal Data only upon the documented instruction of the Administrator. As documented order shall be treated in particular the data processing order provided for in the Main Agreement.
2. While processing Personal Data, the Processor should comply with the principles set out in the Agreement, including directions and instructions provided by the Administrator and provided for in Regulation 2016/679.
3. Before starting the Processing of Personal Data, the Processor takes precautionary measures referred to in art. 32 GDPR, and in particular:
 - a. taking into account the state of technical knowledge, the cost of implementation as well as the nature, scope, context and purposes of processing as well as the risk of violation of the rights or freedoms of natural persons with different probability of

occurrence and severity of the threat, it is obliged to apply technical and organizational measures ensuring protection of processed Personal Data to ensure a level of security corresponding to this risk. The Processor should document the use of these measures properly, as well as update these measures in agreement with the Administrator,

- b. he undertakes, that persons cooperating while performance of his obligations under the Agreement will be duly trained in the field of personal data protection and shall in particular have:
 - knowledge about legal provisions and procedures regarding the processing and protection of personal data;
 - knowledge about procedures for dealing with a threat to personal data security,
 - c. keeps a register of all categories of processing activities carried out on behalf of the Administrator, as referred to in art. 30 paragraph 2 of Regulation 2016/679 and makes it available to the Administrator at his request, unless the Processor is released from this obligation pursuant to art. 30 paragraph 5 of Regulation 2016/679.
4. The Processor ensures that persons having access to the Processing of Personal Data keep them and methods of security secret, and the obligation of secrecy also exists after the performance of the Agreement and termination of employment with the Processor. For this purpose, the Processor will allow the processing of data only persons who have signed an obligation to keep personal data confidential and know how to secure it.

§ 7 - FURTHER OBLIGATIONS OF THE PROCESSOR

1. The Processor, taking into account the nature of the processing and the information available to him, undertakes to assist the Administrator in fulfilling the obligations set out in art. 32-36 of Regulation 2016/679, in particular the Processor undertakes to provide the Data Administrator with information on cases of violation of Personal Data protection without undue delay from the detection of an event constituting a violation of personal data protection.
2. The Processor shall assist the Administrator with appropriate technical and organizational measures in fulfilling the obligation to respond to the requests of data subjects exercising their rights set out in article. 15-22 of Regulation 2016/679, in particular the Processing Party shall inform the Administrator of the submitted request of the data subject within 5 days of receipt of such request.
3. The Processor undertakes to comply with any guidelines or recommendations issued by the supervisory authority or the EU advisory body dealing with the protection of Personal Data regarding the Processing of Personal Data, in particular in the scope of the application of Regulation 2016/679.
4. The Processor undertakes to inform immediately the Administrator (according to the method of contact or sending notices indicated in the Main Agreement) of any proceedings, in particular administrative or judicial, regarding the Processing of entrusted Personal Data by the Processor, of any administrative decision or decision regarding the Processing of entrusted Personal Data, directed to the Processor, as well as about all controls and inspections regarding the Processing of Personal Data entrusted by the Processor, in particular conducted by the supervisory body, unless the prohibition to notify the Administrator results from legal provisions, and in particular from the provisions of criminal proceedings, when the prohibition is aimed at ensuring the confidentiality of the initiated investigation.

§ 8 – SUB-PROCESSING

1. The Processor may use the services of another processor (sub-processor).
2. The Administrator agrees for sub-processing of entrusted Personal Data.
3. The Processor informs the Administrator about any intended changes regarding the addition or replacement of subcontractors that he uses and about the identity (name) of the entity he intends to entrust the sub-processing of data, as well as the nature of the sub-processing, the scope of data and the duration of the sub-processing. Unless the Administrator objects to the entrustment within 7 days from the date of notification, the Processor will be entitled to entrust the sub-processing.
4. In the case of a entrustment of sub-processing of Personal Data, the sub-processing will be based on the agreement under which the subcontractor (sub-processor) undertakes to perform the same obligations that are imposed on the Processor under the Agreement.
5. The Administrator will have rights arising from the agreement directly towards the subcontractor (sub-processor). The Processor will inform the Administrator about the termination of the sub-processing agreement within 3 days.
6. The Processor will ensure that subcontractors (sub-processors) to whom data processing is requested shall present at least an equal level of protection of Personal Data as the Processor.
7. If subcontractors (sub-processors) to whom processing of Personal Data has been entrusted with do not fulfill their obligations under Data Protection, then the Processor is liable towards the Administrator for fulfilling the duties of these sub-processors.

§ 9 - PROCESSING AUDIT

1. The Administrator is entitled to verify compliance with the rules applicable for the processing of Personal Data arising from Regulation 2016/679 and the Agreement by the Processor, upon the right to request all information regarding entrusted Personal Data.
2. The Administrator also has the right to carry out audits or inspections of the Processor within the scope of compliance of processing operations with law and with the Agreement, whereby the Parties recognize as the audit situation, situations where the Processor performs an analysis of security performed by him or an entity designated by him and presentation of the report with results to the Administrator within 14 days from the date of the request.
3. The Processor shall inform the Administrator immediately if, according to the opinion of the Processor, the order issued to him constitutes a violation of Regulation 2016/679 or other data protection provisions.

§ 10 - LIABILITY OF THE PARTIES

1. The Processor is liable for damages that will occur to the Administrator or third parties as a result of Processing by the Processor of Personal Data against the provisions of the Agreement. The Processor is liable for all acts and omissions of the subcontractor (sub-processor) or persons authorized by the Processor to process Personal Data as for their own actions and omissions.
2. If, as a result of a breach by the Processor of the provisions of the Agreement or applicable law (for reasons attributable to him), the Administrator will be required to pay damages or compensation, pay a fine, an administrative fine, the Processor undertakes

to cover all the costs that the Administrator will incur or will be obliged to incur, including the costs of court or administrative court proceedings, whereby the amount of damages or compensation may not exceed three times the monthly remuneration according to the provisions of the Main Agreement.

3. In the event of non-performance or improper performance of the Agreement by the Processor, the Processor undertakes to pay damages according to general principles.
4. The compensation referred to in sec. 3 may not exceed three times the monthly remuneration determined in accordance with the 100shoppers.com service contract.

§ 11 - END OF PROCESSING ENTRY

1. After the completion of provision of services related to processing, the Processor is obliged to cease Processing of Personal Data and to delete from its devices and IT systems all Personal Data and their existing copies, subject to paragraph 2 below.
2. Despite the cessation of the provision of services related to entrusting the Processing of Personal Data, the Processor is entitled to process data regarding confirmation of the service provided to the Administrator, in particular the entries in the correspondence register kept by the Processor. In addition, the Processor is entitled to keep Personal Data for the period and to the extent that the law requires for the storage of personal data.
3. By deleting personal data referred to in paragraph 1, shall mean the destruction of Personal Data or such modification that will not allow identifying the data subject.
4. The deletion of data should be documented in a written statement signed by persons authorized by the Processor. The Processor undertakes to provide the Administrator with a statement on the removal of Personal Data within 7 days of such a request being made by the Administrator.
5. Termination of the Main Agreement at any time by either Party results in the expiration of the Agreement.
6. The Administrator is entitled to terminate the Agreement with immediate effect if:
 - a. the supervisory authority states that the Processor does not comply with the rules applicable for the processing of personal data in relation to the data entrusted by the Administrator,
 - b. the Administrator, as a result of the audit referred to in § 8 of the Agreement, states that the Processor does not comply with the principles of Personal Data Processing with regard to data entrusted by the Administrator, and the 14-day deadline to remove the violations expires,
 - c. The Processor used the Personal Data in breach of the Agreement or the law, incorrectly processed the Personal Data entrusted despite a previous request to change the way they were processed, or entrusted the processing of Personal Data to another entity without the consent of the Administrator.

§ 12 - FINAL PROVISIONS

1. The Agreement replaces all previous arrangements regarding entrusting the processing of personal data by the Administrator.
2. Any changes to the Agreement shall be made in writing otherwise they shall be null and void.
3. In all matters not covered by the Agreement, the provisions of the Act of 23 April 1964 Civil Code shall apply. (i.e., Journal of Laws of 2017, item 459, as amended) and the provisions of Regulation 2016/679.

4. Disputes related to the performance of the Agreement will be settled by the court competent for the seat of the Administrator.
5. Polish version shall prevail.