

General Terms of Service – User Terms and Conditions

I. GENERAL PROVISIONS

1. The Terms and Conditions define the rules for the use of the Application by the User, its functionalities and technical requirements, as well as the rules for the purchase of benefits provided by the Partners by the Users. The User is obliged to read the content of the Terms and Conditions and comply with their provisions.
2. The Service Provider provides Services electronically (makes the Application available) at the following electronic address: <https://app.nais.pl/>.

II. DEFINITIONS

Application – software enabling the Service Provider to provide Services, intended for (i) Users in order to use the functions of the Application, (ii) Partners in order to confirm the rights of Program Participants and Program Organizers to purchase services or goods from Partners, and (iii) Program Organizers in order to create Programs, register Program Participants and administer some of their rights as part of the Application functions and use other functions supporting the business processes of the Program Organizers. The Application is available to people who have the ability to connect to the Internet using Access Devices. Detailed functions of the Application are specified in the instructions for Program Participants, Program Organizers and Partners available on the www.nais.co website or directly in the Application. The Service Provider reserves the right to change the Application or its individual functions (including the domain under which it is available) at any time, in particular for the purpose of its further development and improvement.

Password – a string of characters, set and changed by the User, known only to the User, necessary for the User to Log in to the User Account.

User Account – a set of ICT resources and rights available within the Application, assigned to a specific User of the Application, to which the User receives access on the condition of Registration in the Application and after each Login to the Application.

Login – each time the User is authenticated in the Application in order to gain access to the User Account.

Applicable Law – provisions of local law applicable to the Service Provider's activity (Polish law).

Payment Operator – an entity intermediating in the transfer of means of payment, in particular banks, acquirers, entities operating payment systems, Card Organizations, electronic money institutions. A list of Payment Operators and the payment methods they support can be found on the webpage <https://nais.co/en/payment-operators/>.

Program Organizer – an entity using the functions of the Application intended for program organizers, aimed at building commitment and a good atmosphere of cooperation (e.g. employers organizing and managing programs for their employees, associates and key business partners), including m.in. by transferring funds to the Service Provider as a trustee, under the Program, in order to enable Program Participants to benefit from them, but only at the time and in order to purchase services or goods from the Partners selected by the Program Participant, subject to the restrictions that may be imposed by the Program Organizer on the possible use of these funds. The Program Organizer may use the Application in such a way that it will create a program to which it will invite other co-organizers of the program.

Partner – an entity offering services or goods using the Application as part of its business activity.

Privacy Policy – information on the rules for the processing of personal data by the Service Provider.

Data Protection Law – 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 (hereinafter: GDPR) and other provisions of generally applicable law in the field of personal data, binding on the Service Provider.

Program – the functionality of the Application, under which the Program Organizer provides Program Participants with funds that can be used only through the Application at the Partners.

Terms and Conditions – these User Terms and Conditions, constituting the terms and conditions for the provision of services by electronic means within the meaning of the Act of 18 July 2002 on the provision of services by electronic means.

Registration – a one-time authentication activity performed using the registration form in order to create a User Account and obtain the ability to use the Application.

Funds, Cash Funds – funds accumulated on the User's Account as funds granted by the Program Organizer and the User's own funds; these funds are kept as a deposit on the Service Provider's bank account in a specific currency.

Provision of services by electronic means – performance of a service provided without the simultaneous presence of the parties (remotely), through the transfer of data at the individual request of the service recipient, sent and received by means of devices for electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or transmitted by means of a telecommunications network.

Program Participant – a User invited to the Program by the Program Organizer. A User running a sole proprietorship is also a Program Participant, who also acts as the Program Organizer for the Program Participants invited by him to the Program.

Access Device – a device capable of connecting to the Internet through which the Application is connected and used. The list of web browsers or applications cooperating with the Application and the rules of their configuration and configuration of network devices is each time described in detailed instructions. The Service Provider ensures that the Application is compatible only with the latest versions of the most popular web browsers.

Service – a service consisting in making the Application available by the Service Provider, in its own name and on its own account, and as part of it, enabling the creation and maintenance of a User Account, under which the User has the opportunity to use the functionalities of the Application: collecting, storing and disposing of funds granted by the Program Organizer or a promise to grant funds, purchase services or goods from Partners, use other functionalities Application.

Service Provider – Nais limited liability company, with its registered office in Gdańsk, Piecewska 34B, 80-288 Gdańsk, registered in the Register of Entrepreneurs of the National Court Register, kept by the District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register under number 805510, NIP: 8133823213, REGON 384446468; contact address: support@nais.co.

User – a person who has a User Account in the Application.

III. APPLICATION

1. The use of the Application is possible on an efficient Access Device with access to the Internet. The costs of maintaining the device and the services necessary to use the Application, including in particular the costs of data transmission, shall be borne by the User.

2. Due to limitations under Applicable Law, some of the functionality available on the Services may be subject to limitations. In each case, the User will be informed about limitations in functionalities in the Application or in an e-mail sent to the e-mail address provided by the User during Registration.
3. The Service Provider may also make the Application available through other access channels (e.g. in the form of a mobile application), specifying specific conditions for the use of such access channels.

IV. USER AND USER ACCOUNT

1. A person who has been registered by the Program Organizer to the Service Provider as a Program Participant may become a User of the Application.
2. The condition for the User to use the functions of the Application is: launching the Application on the Access Device, Registration in the Application, acceptance of the Terms and Conditions, meeting the technical conditions for using the Application. It is not possible to use the Application by persons who do not meet the above conditions.
3. The User registered by the Program Organizer as an entity entitled to participate in the Program, after launching the Application on the Access Device, may Register in the Application.
4. During the Registration, the User performs an authentication activity using the registration form in order to create a User Account, sets a Password to the User Account.
5. During the Registration, the User is obliged to provide true, accurate and up-to-date data, not misleading and not infringing the rights of third parties. The user is solely responsible for the content of the data provided by him/her, including any infringement of the rights of third parties.
6. After Registration, the User gains access to the User Account, to which the Login is protected by a Password set by the User.
7. The loss of the status of Program Participant by the User does not affect the situation of the User whose account remains active, subject to the provisions of section V. FEES.
8. A User Account that has not been used for a period longer than 6 (six) months from the date of the last Login, but not earlier than after the deadline for using the funds accumulated on this Account, may be deleted by the Service Provider. The Service Provider shall inform the User about the date of deletion of the User Account 14 (fourteen) days before its expiry.
9. The User may top up the User Account with Cash using the functionalities of the Application (User's own funds).

V. FEES

1. The Service Provider does not charge the User for the use of the Application, including ensuring the possibility of using the services of the Partners or purchasing goods from them using the Application, as long as the User is a Program Participant.
2. For the use of the Application by a User who is not a Program Participant, in particular has been removed from it by the Program Organizer or the Program Organizer has resigned from running the Application, the Service Provider charges a subscription fee of PLN 72 gross.
3. The subscription fee is charged in advance for each full settlement period from the funds available on the User Account marked as Own Deposit or Rewards.

4. The settlement period includes 360 consecutive days. If the funds available on the User Account are not sufficient to cover the subscription fee for the full settlement period, the fee is charged in the amount of funds available on the User Account for the period determined proportionally to the amount charged for the subscription fee.
5. The Service Provider informs the User about each collection of funds towards the subscription fee and the period for which the fee was charged, through the Application and via e-mail, if indicated by the User in the Application or, in the absence of the User's e-mail, a text message, if the User has indicated a mobile phone number in the Application.
6. The subscription fee is charged automatically for the first time on the 14th (fourteenth) day after the User loses the status of a Program Participant, of which the User will be informed in accordance with point V.9. If the subscription fee is not charged, the User loses the possibility to use the User Account, subject to the provisions of point VII.3, until the subscription fee is charged by the Service Provider.
7. The subscription fee for the next billing period is paid by the User using the provided functionalities of the Application by the last day of the billing period or collected automatically on the last day of the billing period.
8. In the event of termination of the Agreement before the end of the settlement period, the subscription fee is subject to settlement by the Service Provider. The refund of the subscription fee for the period after the termination of the Agreement is made to the bank account of the payment card from which the payment was made or to the personal bank account indicated by the User.
9. The Service Provider shall inform the User that it has been removed from the Program by the Program Organizer or that the Program Organizer has resigned from running the Program through the Application and e-mail if it has been indicated by the User in the Application or, in the absence of the User's e-mail, a text message if the User has indicated a mobile phone number in the Application, within 1 business day from the date of obtaining this information by the Service Provider. If the User terminates the Agreement within 14 days from the date of receipt of the information referred to in the preceding sentence, the subscription fee is not charged.
10. The provisions of point 2-9 shall apply mutatis mutandis in the event that the User re-obtains the status of a Program Participant. The Service Provider shall refund the overpaid subscription fee in the Application to the User Account.
11. The Service Provider reserves the right to include any additional paid functions for Users in the future in the Application. Such functions will not affect the possibility for Program Participants to use the Program to which they have been invited free of charge under the existing rules. Such additional functions will always be clearly described, so that there is no doubt as to their paid nature.
12. Through the Application, the Service Provider may provide additional services to the Users, including paid services, in the scope of which the Service Provider will accept the Terms and Conditions of a given Service that are supplementary to these Terms and Conditions. The provision of such additional services does not affect the functioning of the Program and the ability of the Program Participant to use the Program.

VI. PROGRAM

1. The Program Organizer may, using the Application functions, invite Users to take advantage of the Program (Program Participant).
2. The Program Organizer grants the Program Participant funds to be used for the purchase of Partners' services in the Application. Funds may be granted to the Program Participant:

- a. by awarding funds to the Program Participant in a final manner (non-refundable funds) – these funds are visible on the User Account marked as Rewards. In the case of these funds, the effective completion of the systemic procedure for granting these funds in the Program by the Program Organizer is tantamount to granting the Program Participant additional remuneration (in the case of Program Participants employed under employment contracts, contracts for specific work and contracts of mandate), and thus tax obligations arise with the Program Organizer as a payer of personal income tax advances, these activities meet the statutory prerequisite for placing funds at the employee's disposal;
- b. by granting the Program Participant a promise to grant funds in the future, after meeting certain conditions imposed by the Program Organizer (refundable funds). These funds are visible on the User Account and marked as Funds or Social Fund. Granting these funds in the User Account constitutes a declaration by the Program Organizer to place funds at the disposal of the Program Participant, which will be fulfilled in the future, only when the Program Participant finds an offer of interest to him among the offers of the Program Partners and initiates the procedure of its purchase, this offer will meet the criteria of the Program Organizer as to the allocation of its funds for such purchase of the Program Participant; Completion of the purchase of services or goods from the Partner by the Program Participant is only tantamount to granting the Program Participant additional remuneration and (in the case of Program Participants employed under employment contracts, contracts for specific work and contracts of mandate) fulfilling the statutory prerequisite for placing funds at the employee's disposal and thus incurring tax obligations with the employer as a payer of advances on personal income tax Physical. In this sense, the entries on the User Account in the Program are only a technical representation of the amount of the Program Organizer's promise, if any, towards the Program Participant, which the Program Organizer may revoke or amend at any time.

VII. USE OF FUNDS

1. The funds available on the User Account (granted by the Program Organizer and the User's own funds) may be used through the functionalities of the Application at the Service Provider's Partners, subject to the following clauses: V. FEES. The funds granted by the Program Organizer are not payable in cash.
2. The Program Participant may use the funds referred to in point VI.2.b within the time limit specified by the Program Organizer. The Program Organizer may not specify a deadline for the use of such funds. In such a case, the User may use these funds indefinitely, with the proviso that the Program Organizer may at any time change or withdraw from the Program Participant's account the funds (promise of funds) referred to in point VI.2.b, without prior notice to the Program Participant.
3. The User may use the funds referred to in point VI.2.2.b within 90 days from the date of losing the status of a Program Participant in the event of failure to pay the required subscription fee or if the paid subscription fee covers a period shorter than 90 days, of which the User will be informed in accordance with point V.9.
4. The User will be notified of the expiry date of using the funds and the amount to which the deadline relates via the Application and e-mail if indicated by the User in the Application or, in the absence of the User's e-mail, by text message, if the User has indicated a mobile phone number in the Application before the expiry of the deadline. After the expiry date of the funds, the User cannot use them. The funds available on the User Account are reduced by the amount of funds whose use date expired on the date of expiry of the validity period of these funds.

5. The funds may be used to pay the price under contracts for the provision of services or sale of goods concluded by the User, using the functions of the Application in the area of e-commerce, with Partners.
6. The process of purchasing services or goods by the User is a two-way activity between the User (acting as a Program Participant) and the Partner.
7. The User makes purchases from Partners on the terms and conditions resulting from their regulations and price lists, made available to the User immediately before using the service or purchasing goods, regardless of the form of such access.
8. In the case of purchase of services or goods through the Application, the price for the purchase, up to the amount of the available balance of the Program Participant's funds, will be covered by the funds available to the User in the User Account. These funds are held by the Service Provider, as trustee, and the Provider is responsible for transferring them to the Partner on behalf of the User.
9. The Service Provider, in cooperation with the Partners, may introduce different systems of non-cash settlement of the Partners with the Users. In order to pay for a service or goods to the Partner, the User may also use the systems of external payment operators made available in the Application.
10. If the balance of funds on the User's Account is not sufficient to cover the price, the User may, using the systems of payment operators, pay for the purchase from their own funds.
11. If such funds are not fully used during purchases, the remaining part may be returned to the User at the User's request or the User may use it for subsequent purchases, including the use of other functions of the Application.

VIII. USER RESPONSIBILITIES

1. The User is obliged to use the Application in a manner consistent with the Applicable Law, Terms and Conditions and good practices. In particular, it is prohibited for the User to provide illegal content through the Application, to make the User Account available to other persons or entities, to use the Application through the Accounts of other Users, or to distribute unsolicited commercial information through the Application.
2. The User is obliged to use the Application in accordance with its intended purpose, in a way that does not adversely affect the functioning of the Application, including damage or disruption in its operation.
3. When using the Application, the User is obliged to provide their personal data that is true, complete, up-to-date, not misleading, and also to update the data provided by them immediately after the reason for the change arises, without any request from the Service Provider.
4. Providing correct personal data is necessary for the proper provision of services. The User's personal data provided to the Service Provider will not be transferred to the Program Organizer. This is a separate set of personal data, the Administrator of which is the Service Provider and to which the Program Organizer does not have access.
5. The user is solely responsible for the content of the data provided by him/her, including any infringement of the rights of third parties caused by this result.
6. The User is responsible for the confidentiality and security of his/her Account, as well as for the activities performed within the Application using his/her Password or using another form of authentication related to this User.
7. The User is obliged to keep the Password to the User Account secret. You are solely responsible for your choice of Password and the consequences of its disclosure to third parties. The User is obliged to

immediately inform the Service Provider of any unauthorized access to the User Account, in particular of the breach of the secrecy of the Password to the User Account and to immediately change the Password, the secrecy of which has been violated.

IX. CONTRACT PERIOD

1. The User concludes an agreement with the Service Provider for the use of the Application (Service Agreement) by means of remote communication, at the time of the User's Registration in the Application. The Service Provider confirms the conclusion of the Agreement by e-mail to the e-mail address provided during Registration, to which it also provides the Terms and Conditions. The User may use all the functionalities of the Application immediately after Registration.
2. The agreement is concluded for an indefinite period of time.
3. The User is entitled to terminate the Agreement for the provision of Services at any time and without giving a reason, by sending the Service Provider a request to delete the Account in writing to the address of the Service Provider's registered office or to the Service Provider's e-mail address.
4. The termination of the Service Agreement shall take place after 7 (seven) days from the receipt by the Service Provider of the User's statement referred to above. The Service Provider confirms to the User the fact of receiving the termination notice through the same communication channel through which the statement was submitted, in particular through the Application and/or other electronic communication channels indicated by the User in the User Account data
5. The Service Provider is entitled to terminate the Service Agreement with a notice period of 30 (thirty) days, in the event of the planned termination of the Service Provider's activity in the field of providing a given service. Termination shall be made in writing to the User's address indicated in the User Account
6. The Service Provider is entitled to terminate the Service Agreement with immediate effect and with the preservation of the acquired rights of the User who is a Consumer, or to deprive/limit the User's right to use the functionalities of the Application, if the User violates the provisions of the Applicable Law or the provisions of the Terms and Conditions while using the Application. Re-registration of the same User requires the consent of the Service Provider.
7. The termination of the Service Agreement shall result in the deletion of the User Account, which shall result in the loss by the User of the funds made available in the User Account. The above does not affect the User's ability to use the funds during the period of termination of the Agreement.
8. Termination of the Service Agreement and deletion of the User Account for any reason does not affect the User's ability to use the Partners' benefits previously purchased through the Application. The performance of these services is carried out on the terms specified in the agreement concluded by the User with the Partner.

X. WITHDRAWAL FROM THE CONTRACT FOR THE PROVISION OF SERVICES

1. The User is entitled to withdraw from the Agreement concluded remotely, within 14 (fourteen) days from the date of conclusion of the Agreement, without giving any reason.
2. The User may withdraw from the agreement by submitting a statement of withdrawal from the agreement to the entrepreneur in writing to the Service Provider's address or by e-mail. The statement can be submitted on a form, the template of which is available on the Service Provider's website <http://nais.co/>.
3. To meet the deadline, it is sufficient to send the statement before its expiry.

4. The Service Provider shall immediately confirm to the User the confirmation of receipt of the statement of withdrawal from the agreement on a durable medium to the e-mail address provided by the User during the Registration process.
5. In the event of withdrawal from the Distance Agreement, the Agreement shall be deemed not to have been concluded.

XI. SERVICE PROVIDER LIABILITY

1. The Service Provider is not responsible for the actions, including the quality or correctness of the work performed by the Program Organizers or the User in the Application.
2. The Service Provider is not responsible for the quality or correctness of the provision of services by the Partners and the quality of the goods sold by them.
3. The Service Provider is not responsible for the content of the Partners and Program Organizers and the offer of the Partners placed in the Application.
4. The Service Provider does not control the content posted in the Application by the Program Organizers, Partners or other Users.
5. The User is entitled to report to the Service Provider the illegality of content posted in the Application by the Program Organizers, Partners or other Users, by reporting to the Service Provider's e-mail address. In the event of illegality of the reported content, the Service Provider will take immediate action to prevent access to illegal content in the Application.
6. The Service Provider is not responsible for any damage not attributable to the Service suffered by the User as a result of using the Application in a manner inconsistent with the Terms and Conditions. In particular, the Service Provider shall not be liable for any damage resulting from the use or inability to use the Application, lost profits of the User, damage resulting from the loss or modification of the User's data or any other damage resulting from failure to comply with the provisions of the Terms and Conditions.
7. The Service Provider's liability towards the User (regardless of the basis on which it arises) is always limited to the value of the actual damage.

XII. COMPLAINTS

1. Due to the fact that when the User uses the functions of the Application related to the e-commerce area, contracts for the provision of services or the sale of goods may be concluded between the User and the Partners, complaints regarding the purchased services or goods should be reported directly to the Partners from whom the purchase was made, in accordance with the rules established by the Partners.
2. The Service Provider shall consider only complaints regarding the functioning of the Application and the Services provided by the Service Provider available therein.
3. The Services provided by the Service Provider through the Application may be advertised by the User by means of a notification sent in electronic form via a communicator available on the Service Provider's website or in the Application, an e-mail message sent to the support@nais.co address or in writing to the address of the Service Provider's registered office.
4. A properly submitted complaint should contain at least the following data:
 - a. name, surname or business name, and address of residence or registered office of the User,
 - b. A precise description of the subject of the complaint along with justification.

5. The complaint will be considered by the Service Provider within a period not exceeding 14 days from the date of receipt of the notification.
6. A response to the complaint will be provided by the same means of communication by which the complaint was submitted.
7. In the case of a response to the complaint in writing, the date of consideration of the complaint is considered to be the date of sending the parcel with the response to the complaint to the User's address.
8. The User may ask for assistance in the matter covered by the Complaint to the Municipal or District Consumer Ombudsman or use the out-of-court method of handling complaints and pursuing claims conducted by provincial inspectors of trade inspection or before permanent consumer arbitration courts at provincial inspectors of trade inspection. Detailed information with address details is available on the websites of the institutions mentioned.
9. The User has the right to use the ODR platform, available at the Internet address: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>, used for out-of-court settlement of disputes regarding contractual obligations arising from contracts for products or services that the Service Provider offers through its websites or other electronic means, and the consumer orders such products or services using these websites or other electronic means.

XIII. TECHNICAL CONDITIONS AND SAFETY

1. The minimum technical requirements necessary to use the Application are the ability to use an Access Device, access to the Internet, current version of the web browser with enabled cookies, JavaScript, SSL, access to an e-mail.
2. The Service Provider does not guarantee uninterrupted availability of the Services provided.
3. The Service Provider shall ensure the highest possible availability of the Application, including removing failures of the Application as soon as possible. Maintenance work will be carried out at night if possible.
4. The Service Provider ensures the protection of data transmission, in particular against access by unauthorized persons, through the use of technical and organizational measures such as encryption of transmission.
5. Despite the actions taken by the Service Provider, the use of the Internet and services provided by electronic means is associated with risk and may threaten, among others: access to the User's data, including personal data, by unauthorized persons and entities, or infection of the User's ICT system or device with malware. In order to minimize the risk, the User should use available technical and organizational measures, such as: the use of complex passwords, periodic password change, not logging in to the User Account when using a public Wi-Fi network, the use of up-to-date software, the use of antivirus programs, the use of tools protecting the User's identification, the use of solutions securing the User's authentication available in the Application.
6. The Service Provider encourages Users to consciously use Access Devices, including ensuring that the antivirus software installed on them is up-to-date. The Service Provider shall not be liable for damage to the Access Devices or the software contained thereon and for the loss of the User's data on the Access Device as a result of using the Application, except for the situation in which such damage arises due to the sole fault of the Service Provider.
7. The User is entitled to report failures and other irregularities in the operation of the Application to the Service Provider in electronic form by means of a communicator available on the Service Provider's

website or in the Application, an e-mail sent to the support@nais.co address or in writing to the address of the Service Provider's registered office.

XIV. PRINCIPLES OF PERSONAL DATA PROCESSING

1. The Service Provider and the User are obliged to comply with the provisions of the Applicable Law, in particular the Data Protection Law.
2. The Service Provider ensures proper protection of the User's personal data. Any personal data provided by the User will be collected, stored and processed in accordance with the principles of Data Protection Law.
3. Detailed information on the processing of Users' personal data is included in the Privacy Policy and the Information Clause available on the websites at the electronic address <https://nais.co/>.

XV. CHANGE OF TERMS OF SERVICE

1. The Service Provider reserves the right to amend the Terms and Conditions for important reasons, which are considered to be:
 - a. introducing, amending or repealing generally applicable provisions of law resulting in the need to amend the Terms and Conditions, only to the extent and in a manner reflecting the change in these provisions and in compliance with the principle of proportionality;
 - b. issuance of a final court decision or administrative decision against the Service Provider. The Service Provider shall make changes only to the extent resulting from the content of the above-mentioned rulings or decisions, provided that they will have a direct impact on the content of the contractual relationship and the amendment to the Terms and Conditions will be necessary to implement the content of such judgment or decision;
 - c. issuance, amendment or repeal by competent national or European authorities: decisions, provisions, recommendations, recommendations, positions or other legal acts addressed to the Service Provider, which result in the Service Provider's obligation or right to change the content of the contractual relationship, or issuance by the President of the Office of Competition and Consumer Protection of a decision on declaring a provision of a standard contract unlawful and prohibiting its use addressed to another entity, if the content of the standard contract indicated in this decision and considered unlawful corresponds to the content of the Terms and Conditions. Changes will be made in a proportionate manner, only to the extent resulting from the content of the above-mentioned decisions, provisions, recommendations, recommendations, positions or other legal acts;
 - d. changes in the functionality of the Application, resulting in the need to amend the Terms and Conditions, only to the extent and in a manner reflecting the change of these functionalities and in compliance with the principle of proportionality;
 - e. the necessity to: update the Service Provider's contact, address or registration data; introducing a new or changing the marketing name of the services; correction of typing, spelling and punctuation errors; make editorial changes, change the style, font or graphics; merge or separate the terms and conditions – as long as it does not result in a violation of the User's interest or an unfavorable change in the scope of their duties or rights;
 - f. introducing a new service, functionality or product only by supplementing the Terms with provisions concerning new services, functionalities or products or adapting the existing provisions

of the Terms so that they take into account new services, functionalities or products. The decision to use a new service, functionality or product is made by the User;

- g. withdrawal of the service or functionality by deleting the provisions in the Terms and Conditions regarding the withdrawn services or functionalities or adapting the existing provisions of the Terms and Conditions so that they take into account the fact of withdrawal of services or functionalities, unless this will result in a violation of the User's interest or an adverse change in the scope of their duties or rights, excluding changes in the scope of duties and rights related to the withdrawn service, functionality or product;
 - h. the need to adapt to changes resulting from technological, technical or IT developments of the Service Provider, Partners or providers of IT solutions for the Service Provider, without which we cannot offer and operate our products and services, only to the extent that this will result in the need to adapt the provisions of the Terms and Conditions to the solutions resulting from these changes, ensure proper performance of the provisions of the Terms and Conditions and will not lead to an increase in financial burdens on the User's side;
 - i. change in the inflation rate (annual consumer price index published by the Central Statistical Office (GUS) in relation to the corresponding month of the previous year) or the Service Provider's costs of software development, ICT infrastructure and User support costs - changes involving an increase in the subscription fee caused by the occurrence of at least one of the aforementioned factors will be made in accordance with the direction of change of the factor(s).
2. The Terms and Conditions shall be amended in each case upon notification to the Users, made at least 30 days prior to the date of entry into force of the amended Terms and Conditions. Notification is made through the Application and the e-mail address, if indicated by the User in the Application. Information about the change is published simultaneously on the website at the e-mail address <https://nais.co/>.
 3. If the User does not accept the changes, the User is entitled to terminate the Service Agreement within 14 days from the date of receipt of notification of the changes.

XVI. FINAL PROVISIONS

1. To the extent not regulated by the Terms and Conditions, the provisions of the Applicable Law shall apply.
2. The language of communication between the Service Provider and the User is Polish.
3. Any proprietary copyrights and industrial property rights to the Application as a whole, and its individual parts, are vested in the Service Provider or entities cooperating with it.
4. Recognition of individual provisions of these Terms and Conditions as invalid or ineffective in the manner provided for by law does not affect the validity or effectiveness of the remaining provisions of the Terms and Conditions. The invalid provision will be replaced by the rule that comes closest to the purposes of the invalid provision and these Terms and Conditions as a whole.
5. The Service Provider provides the User with constant, free access to the content of the Terms and Conditions in a way that allows them to be preserved and reproduced multiple times in the ordinary course of activities. The Terms and Conditions are available on the website at the e-mail address <https://nais.co/>.
6. The Terms and Conditions enter into force on 2024-08-02.