



POWER HUB TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THE PROVISION OF IMPLEMENTATION SERVICES

("Implementation Terms")

Definitions and interpretation

The following terms used in this Agreement shall have the meanings assigned to them below (references to the singular shall also include the plural and vice versa):

Contractor – means the business entity under the name BMCG Software Sp. z o.o. with its registered office in Warsaw (02-495) at ul. Balbinki 4/14, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number: 0000631398, with share capital of PLN 127,200, having tax identification number NIP: 1251644959.

Power Hub - means the application called Power Hub, created and owned by the Contractor, provided to Users for a fee at <https://app.powerhub.pl>.

User - means a business entity that is a current or potential Customer of the Contractor using PowerHub, who is the Purchaser and has concluded an Agreement for access to Power Hub by registering on the website <https://signup.powerhub.pl>, by accepting the Terms and Conditions for the paid provision of access to the Power Hub application <https://powerhub.pl/powerhub-terms-and-conditions/> and activating their Power Hub User account, will be the client for the Implementation services.

Implementation Service – means a programming service performed by the Contractor at the request of the User, the scope of which exceeds the standard functional scope of the Power Hub Application, and the terms and conditions of which are set out in this document.

Order – means a document specifying the scope and duration of the Implementation Service, as well as the value of the Implementation Fee and the method of settlement between the Contractor and the User.

Implementation Fee – means the total value specified in the Order, which, depending on the arrangements between the Parties, may be settled in a single payment or in equal instalments as part of the subscription fees specified in the current Power Hub price list at <https://powerhub.pl/en/power-hub-pricing-en/>. In the case of settlement as part of a subscription, the settlement period shall be specified in the Order.

General provisions

1. The Implementation Terms and Conditions apply to Users who have placed an order for Implementation Services on the basis of the Order. The Implementation Service Terms and Conditions apply directly to the Order.
2. In the event of any discrepancy between the Implementation Service Terms and Conditions and the Order, the provisions of the Order shall prevail.

Scope of Implementation Services

3. The scope of Implementation Services is specified in the Order or in an appendix to the order. The scope of Implementation Services actually performed depends on the User's needs and guidelines, as well as the technical infrastructure of the website through which the User conducts sales. During

the provision of the Implementation Service, the User may not make any changes or withdraw from part or all of the agreed scope of Implementation Services.

4. The Contractor shall perform the work within the scope of the Implementation Services with due diligence, and the final result of this work shall be based on the User's requirements and guidelines and jointly developed solutions (due diligence agreement).

Method of providing Implementation Services

5. The condition for commencing the provision of Implementation Services is that the User meets all of the following conditions:
 - 5.1. the User has an active Power Hub Account;
 - 5.2. the User must provide all information and data and comply with the Contractor's guidelines to the extent necessary to perform the Implementation Services,
 - 5.3. other additional conditions specified in the Order.
6. Implementation Services will be provided remotely on working days, unless the Parties agree otherwise.
7. The estimated date of completion of the Implementation Services shall be specified in the Order. The final date of completion may be extended due to:
 - 7.1 failure to meet any of the conditions specified in point 5;
 - 7.2 lack of cooperation on the part of the User;
 - 7.3 the User providing false or incomplete information,
 - 7.4 reasons attributable to the User's external suppliers,
 - 7.5 failure to adapt the User's website to the technological conditions of other systems or applications.
8. Extension of the estimated deadline for the implementation of the Implementation Services for reasons attributable to the User may result in the Contractor charging additional fees.
9. If the User ceases communication with the Contractor for a period longer than 5 days, the Implementation Services shall be suspended and, upon expiry of the estimated completion date, the Implementation Services shall be deemed to have been completed in full and the Contractor may charge the Implementation Fee. The Implementation Services may be resumed depending on the availability declared by the Contractor.
10. The Contractor shall notify the User of the completion of the Implementation Services. If, within the next 2 Business Days, the User does not submit any objections to the Contractor, the Implementation Services shall be deemed accepted without reservation. The Implementation Services shall also be deemed accepted without reservation if the User begins to actively use the Power Hub application. The Parties may agree on a different method of acceptance of the Implementation Services in the Order.
11. Reservations regarding the performance of the Implementation Services should be sent by e-mail to helpdesk@powerhub.pl . Reservations should specify exactly what they concern and what the expected result of their consideration is.
12. Objections will be verified by the Contractor and, if necessary, discussed with the User. The Contractor may accept or reject the objections, providing justification for their rejection. If the objections have been accepted in part or in full, the Contractor will perform additional work agreed with the User at no additional cost.

13. If it is impossible to perform the Implementation Service within the estimated completion date specified in the Order due to any of the reasons specified in point 5, the Contractor may unilaterally consider them excluded from the scope of the Implementation Services and charge the Implementation Fee.

Training and post-implementation support

14. At the User's special request, the Contractor may, for a fee, prepare training materials and conduct remote training for the User's staff in the scope covered by the Implementation Service, on a date agreed with the User. Post-implementation support applies only to technical issues.
15. The User may use post-implementation support provided by Power Hub Implementation Partners ("Partners") listed on the website <http://powerhub.pl/en/integration-implementation-support-en/>, under separate arrangements between the User and the Partner. In such a case, the Contractor shall not be a party to the training or post-implementation support and shall not be liable for it.

User cooperation

16. The proper and timely performance of the Implementation Services depends on the User's cooperation, in particular the timely provision of true and complete information or data to the Contractor by the User.
17. The performance of the Implementation Services may require direct ad hoc contact with the User, as well as granting the Contractor access to the User's IT infrastructure, enabling login and configuration of settings, to the extent necessary for the performance of the Implementation Services.
18. The User agrees to the use of information about the cooperation between the Parties as an example of cooperation in the Contractor's promotional materials.

Implementation Fee

19. POWER HUB provides Implementation Services to the User in exchange for the Implementation Fee specified in the Order.
20. The Implementation Fee shall be increased by VAT at the rate applicable on the date of issue of the VAT invoice.
21. In the event of a delay in payment of all or part of the Implementation Fee on time, the Contractor may charge interest at the maximum statutory rate and suspend the User's Power Hub Account until the amount due is paid.
22. If the User terminates the Agreement for the provision of Implementation Services before the commencement of the provision of Implementation Services, the Contractor shall retain the right to the Implementation Fee in the part in which the Implementation Services have been performed, but in an amount not less than 50% of the Implementation Fee, understood as a minimum fee for the Contractor's readiness to perform the Implementation Services and reserve resources, including personnel.

Term of validity of the regulations

The regulations shall be effective from the date of publication on the Contractor's website