

TERMS OF SERVICE OF THE SIZING CALCULATORS WEBSITE

This translation is provided for convenience only. In the event of any discrepancy, the Polish version shall prevail.

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1. GENERAL PROVISIONS

- 1.1. These Terms of Service set out the rules for using the Website and the rules for the provision of Electronic Services by the Service Provider through the Website.
- 1.2. The Website is run by Rafał Stybliński, conducting business activity under the business name Rafał Stybliński, entered in the Central Registration and Information on Business of the Republic of Poland maintained by the minister competent for the economy, holding NIP 9691497521 and REGON 368648500. The complete identification and contact details of the Service Provider, including the address for service, the e-mail address and the telephone number, are contained in the definition of the Service Provider in point 2.13 of the Terms of Service.
- 1.3. The Website comprises the calculator websites available at the following internet addresses:
 - a) <https://www.offgridsizing.com>;
 - b) <https://www.3dsizing.com>;
 - c) <https://www.woodsizing.com>;
 - d) <https://www.photosizing.com>;
 - e) <https://www.coffeesizing.com>;
 - f) <https://www.theatersizing.com>;
 - g) <https://www.cyclesizing.com>;
 - h) <https://www.simsizing.com>.
- 1.4. The Terms of Service apply to each of the websites indicated in point 1.3 of the Terms of Service and to each subsequent calculator website run by the Service Provider on which the Terms of Service have been made available.
- 1.5. The Terms of Service are addressed both to consumers and to entrepreneurs using the Website. Provisions concerning exclusively entrepreneurs who are neither consumers nor entrepreneurs with consumer rights are contained in chapter 13 of the Terms of Service.
- 1.6. The provisions of the Terms of Service are not intended to exclude or limit any rights of the Consumer to which the Consumer is entitled under mandatory provisions of law. In the event of any inconsistency

between the provisions of the Terms of Service and those provisions, the generally applicable provisions shall prevail.

- 1.7. The controller of personal data processed on the Website is the Service Provider. The rules for the processing of personal data and for the use of cookies are set out in the privacy policy available on the pages of the Website. Using the Calculators does not require providing personal data.
- 1.8. The Service Provider does not apply a code of good practice within the meaning of the Act of 23 August 2007 on Counteracting Unfair Market Practices.
- 1.9. The Terms of Service have been drawn up in Polish. Versions of the Terms of Service in other languages in which the Website is available are of an auxiliary nature, and in the event of any discrepancy the Polish version shall prevail.

2. DEFINITIONS

- 2.1. **DIGITAL SERVICES ACT** – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC.
- 2.2. **CALCULATOR** – an Electronic Service provided free of charge, consisting in enabling the User to enter data into an interactive tool available on the Website and to obtain a Result.
- 2.3. **CIVIL CODE** – the Act of 23 April 1964 – Civil Code.
- 2.4. **CONSUMER** – a natural person performing a legal transaction with the Service Provider that is not directly related to that person's business or professional activity.
- 2.5. **AFFILIATE LINK** – a link on the Website leading to an offer of a third party, in connection with which the Service Provider may receive commission-based remuneration from that third party.
- 2.6. **ILLEGAL CONTENT** – information which, in itself or in relation to an activity, including the provision of Electronic Services, is not in compliance with the law of the European Union or with the law of any Member State which is in compliance with the law of the European Union, irrespective of the precise subject matter or nature of that law.
- 2.7. **COPYRIGHT LAW** – the Act of 4 February 1994 on Copyright and Related Rights.
- 2.8. **ENTREPRENEUR WITH CONSUMER RIGHTS** – a natural person concluding an Agreement directly related to that person's business activity, where the content of that Agreement shows that it is not of a professional nature for that person, resulting in particular from the subject of the business activity performed by that person, made available on the basis of the provisions on the Central Registration and Information on Business.
- 2.9. **TERMS OF SERVICE** – these terms of service of the Website.
- 2.10. **WEBSITE** – the group of calculator websites run by the Service Provider, available at the addresses indicated in point 1.3 of the Terms of Service.
- 2.11. **AGREEMENT** – an agreement for the provision of an Electronic Service, concluded between the User and the Service Provider through the Website.
- 2.12. **ELECTRONIC SERVICE** – a service provided by electronic means by the Service Provider to the User through the Website, indicated in point 3.1 of the Terms of Service.
- 2.13. **SERVICE PROVIDER** – Rafał Stybliński, conducting business activity under the business name Rafał Stybliński, entered in the Central Registration and Information on Business of the Republic of Poland maintained by the minister competent for the economy, having: address for service: ul. Zwycięstwa 14/105, 44-100 Gliwice, NIP 9691497521, REGON 368648500, e-mail address: contact@rafalstyblinski.pl, contact telephone number: +48 577 380 148.
- 2.14. **CONSUMER RIGHTS ACT** – the Act of 30 May 2014 on Consumer Rights.
- 2.15. **ACT ON PROVIDING SERVICES BY ELECTRONIC MEANS** – the Act of 18 July 2002 on Providing Services by Electronic Means.
- 2.16. **USER** – a natural person, a legal person or an organisational unit without legal personality to which the law grants legal capacity, using the Website, including a Calculator.
- 2.17. **RESULT** – the result of calculations or an estimate generated by a Calculator on the basis of the data entered by the User.

3. ELECTRONIC SERVICES ON THE WEBSITE

- 3.1. The following Electronic Service is available on the Website: the Calculator. No User account is available on the Website, and using the Calculators does not require registration.
- 3.2. Use of a Calculator begins when the User enters data into the Calculator and ends when the User leaves the Calculator page or stops using it earlier. The Calculator Electronic Service is provided free of charge and is of a one-off nature. The Agreement is concluded when the use of the Calculator begins and expires when the use of it ends.
- 3.3. In selected Calculators, in particular in Calculators concerning electrical installations, the Result is displayed after the User ticks a box confirming that the User has read the information on the nature of the Result referred to in point 4.1 of the Terms of Service and the Terms of Service. This box is not ticked by default, and the confirmation does not exclude or limit the Consumer's rights under mandatory provisions of law.
- 3.4. The Terms of Service are made available free of charge on the pages of the Website before the use of a Calculator begins, in a manner that enables them to be obtained, reproduced and recorded.
- 3.5. Technical requirements necessary to cooperate with the ICT system used by the Service Provider:
 - a) a computer, laptop, smartphone, tablet or other device with Internet access;
 - b) a web browser in its current version: Mozilla Firefox, Opera, Google Chrome, Safari, Microsoft Edge or Brave;
 - c) JavaScript enabled in the web browser.
- 3.6. The Website is adapted to be displayed on devices with various screen resolutions and does not require a minimum resolution. Using the Calculators does not require accepting cookies other than necessary cookies, whereas refusing consent to analytics cookies may limit the operation of analytics tools, but not the operation of the Calculators.
- 3.7. The User is obliged to use the Website in a manner consistent with the law and good practice, respecting the copyrights and intellectual property rights of the Service Provider and third parties. Taking actions that disrupt the functioning of the Website is prohibited.
- 3.8. Using the Website does not involve any particular risks other than the risks typical of using the Internet, which include in particular: receiving unsolicited commercial information, the operation of malicious software and actions of third parties aimed at gaining unauthorised access to data. The Service Provider recommends using up-to-date anti-virus software and an up-to-date version of the web browser. The risks associated with applying the Results in practice are described in point 4.1 of the Terms of Service.
- 3.9. The Service Provider informs that using the Website may involve storing cookies on the User's device and using analytics tools. Detailed information in this respect, including the types and purposes of the cookies used and the ways of managing them, is contained in the privacy policy of the Website.
- 3.10. The Service Provider may change the scope and manner of operation of the Calculators, in particular in order to correct errors, update formulas, standards and assumptions or develop the Website. The Agreement expires when the use of the Calculator ends; therefore, a change to or discontinuation of the availability of a given Calculator does not affect the rights or obligations of the User under an Agreement that has already been performed.

4. SCOPE AND NATURE OF THE CALCULATORS

- 4.1. The Calculators made available on the Website are informational and educational tools. The Results are indicative and illustrative: they are estimates determined on the basis of simplified formulas, standards and assumptions indicated in the description of a given Calculator and of the data entered by the User.
- 4.2. A Result does not constitute a design, specification, technical documentation, technical opinion or expert report, does not constitute a selection of the operating parameters of a machine, device or installation, does not replace the calculations, acceptance inspections or qualifications required by law and is not an offer within the meaning of the Civil Code.
- 4.3. Calculators concerning electrical installations, machines, tools and other devices whose improper use may cause damage, in particular fire, damage to property or injury, are made available as a planning aid. A Result requires verification by a person with the appropriate qualifications and authorisations, in particular by a licensed electrician, before purchase, installation, connection or application in practice. The

Service Provider recommends that no work on an electrical installation be carried out solely on the basis of a Result.

- 4.4. Results concerning in particular caffeine intake, energy requirements and physical exertion are of a general informational nature. They do not constitute medical, dietary or training advice and do not replace consultation with a doctor, dietitian or coach.
- 4.5. The Calculators have been prepared with persons having knowledge or experience in a given field in mind, in particular professionals, technicians and advanced hobbyists. They are not intended for making decisions concerning installations, machines or devices by persons without appropriate technical training.
- 4.6. The Service Provider exercises due care to ensure that the formulas, standards and assumptions used in the Calculators are correct and up to date. The Service Provider verifies a reported error and, if it is confirmed, corrects the Calculator without delay.
- 4.7. The data entered by the User are used solely to generate the Result and are not stored by the Service Provider. The Result depends on the correctness and completeness of the data entered.
- 4.8. The provisions of this chapter do not exclude or limit the liability of the Service Provider towards the Consumer and the Entrepreneur with consumer rights to the extent that such liability cannot be excluded or limited under mandatory provisions of law.

5. AFFILIATE LINKS AND THIRD-PARTY OFFERS

- 5.1. As an Amazon Associate, the Service Provider earns from qualifying purchases.
- 5.2. Affiliate Links to offers of third parties, in particular to Amazon websites, may be placed on the Website. An Affiliate Link leads outside the Website. Using it does not result in any additional costs for the User, and if a purchase is made after following an Affiliate Link, the Service Provider may receive a commission from the third party.
- 5.3. The Service Provider is not the seller of the products presented on the Website or a party to agreements concluded by the User with third parties. A sales agreement is concluded exclusively between the User and the seller on the terms set by that seller, who is responsible for the price, availability, delivery, complaints, returns and guarantee of the product.
- 5.4. Products, devices and parameters indicated on the Website next to the Results or in the descriptions of the Calculators are given as examples. The indication of a product does not constitute a recommendation, a safety certificate or a confirmation of suitability for a particular application. Before making a purchase, the User should read the description and technical data provided by the manufacturer and the seller.

6. RULES FOR USING THE WEBSITE

- 6.1. The User is obliged to use the Website in accordance with its intended purpose and the Terms of Service, in a manner consistent with the law and good practice, with respect for personal rights and for the copyrights and intellectual property rights of the Service Provider and third parties.
- 6.2. In particular, the following is prohibited:
 - a) taking actions that disrupt or hinder the functioning of the Website, including loading its infrastructure beyond the scope of normal use;
 - b) circumventing or removing the security measures of the Website and attempting to gain access to data or systems to which the User is not authorised;
 - c) introducing into the Website malicious software or code that may disrupt the operation of the Website or of the devices of other persons;
 - d) sending to the Service Provider through the Website, including in reports, complaints and messages, Illegal Content, unlawful or offensive content or content infringing the rights of third parties, as well as unsolicited commercial information;
 - e) providing in reports and complaints data that are inconsistent with the facts or misleading;
 - f) using the Website for purposes contrary to the law.
- 6.3. The Service Provider may refuse to continue providing the Electronic Service to, or restrict access to the Website for, a User who violates the prohibitions set out in the Terms of Service, to the extent necessary to remedy the violation and in a manner proportionate to its seriousness. This provision does not limit the Consumer's rights under mandatory provisions of law.

7. ILLEGAL CONTENT AND OTHER CONTENT INCOMPATIBLE WITH THE TERMS OF SERVICE

- 7.1. This chapter of the Terms of Service contains provisions arising from the Digital Services Act to the extent concerning the Website and the Service Provider. No User account is available on the Website, and the User does not publish on it any content visible to other persons. However, the User may provide content to the Service Provider in messages, reports and complaints, and the Website may contain links to third-party content. In every case of providing content to the Service Provider, the User is obliged to comply with the rules set out in the Terms of Service.
- 7.2. **Point of contact.** The Service Provider designates the e-mail address: contact@rafalstyblinski.pl as the single point of contact within the meaning of Articles 11 and 12 of the Digital Services Act. The point of contact enables direct communication of the Service Provider with the authorities of the Member States, the European Commission and the European Board for Digital Services, and enables Users to communicate directly, rapidly and in a user-friendly manner with the Service Provider by electronic means. The Service Provider indicates Polish and English as the languages for communication with the point of contact.
- 7.3. **Reporting Illegal Content.** Any individual or entity may notify the Service Provider, at the e-mail address indicated in point 7.2 of the Terms of Service, of the presence on the Website of specific items of information that the individual or entity considers to be Illegal Content, including content infringing copyrights or other intellectual property rights, personal rights or provisions of law, as well as of information leading to such content.
- 7.4. A notice should be sufficiently precise and adequately substantiated. To that end, the Service Provider enables and facilitates the submission of notices containing all of the following elements:
- a) a sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be Illegal Content;
 - b) a clear indication of the exact electronic location of the information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the Illegal Content;
 - c) the first name and surname or the name, and the e-mail address of the individual or entity submitting the notice, except in the case of a notice concerning information considered to involve one of the offences referred to in Articles 3–7 of Directive 2011/93/EU of the European Parliament and of the Council;
 - d) a statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.
- 7.5. A notice containing the elements referred to in point 7.4 of the Terms of Service shall be considered to give rise to actual knowledge or awareness for the purposes of Article 6 of the Digital Services Act in respect of the information concerned where it allows the Service Provider, acting with due diligence, to establish – without a detailed legal examination – the illegal nature of the relevant activity or information.
- 7.6. Where the notice contains the electronic contact information of the individual or entity that submitted it, the Service Provider shall, without undue delay, send a confirmation of receipt of the notice to that individual or entity. The Service Provider shall also, without undue delay, notify that individual or entity of its decision in respect of the information to which the notice relates, providing information on the possibilities of appealing against the decision taken.
- 7.7. The Service Provider processes all notices that it receives and takes decisions in respect of the information to which the notices relate in a timely, non-arbitrary and objective manner and with due diligence. Where the Service Provider uses automated means for such processing or decision-making, it includes information on such use in the notification referred to in the preceding point.
- 7.8. **Prohibited content.** The User is obliged to provide the Service Provider only with content that is consistent with the law, with good practice and with the facts. In particular, it is prohibited to provide content:
- a) constituting Illegal Content or inciting the commission of a crime;
 - b) infringing copyrights or other intellectual property rights of the Service Provider or of third parties;
 - c) infringing personal rights, including defamatory or insulting content or content inciting hatred;
 - d) containing personal data of third parties, provided without a legal basis;

- e) constituting unsolicited commercial information or advertising of goods and services of third parties;
 - f) violating the generally accepted rules of netiquette, including containing vulgar or offensive content;
 - g) containing malicious software or other elements threatening the security of the ICT system of the Service Provider or of third parties.
- 7.9. **Measures against content incompatible with the Terms of Service.** The Service Provider reserves the right to assess content provided through the Website in good faith and with due diligence, on its own initiative or on the basis of a notice received, in order to detect, identify and remove Illegal Content or other content incompatible with the Terms of Service, or to take the necessary measures to comply with the requirements of European Union law and of national law compliant with European Union law.
- 7.10. Where it is established that given content is illegal or incompatible with the Terms of Service, the Service Provider may remove that content or disable access to it, and may also refuse to accept further content from the given User. The Service Provider applies a measure proportionate to the type and seriousness of the violation. The Service Provider notifies the User whose content is concerned of the decision taken, if it holds that User's contact details, in a clear and easily comprehensible manner, stating the reasons for the decision and the available possibilities of appealing against it.
- 7.11. **Appeal.** Any comments, complaints, appeals or objections concerning decisions or actions of the Service Provider taken on the basis of a notice received, as well as concerning the decision referred to in the preceding point, may be submitted within 6 months from the date of receipt of the decision to the e-mail address indicated in point 7.2 of the Terms of Service. Using this possibility is free of charge and takes place by electronic means. Using it is without prejudice to the right of the individual or entity concerned to initiate proceedings before a court.
- 7.12. The Service Provider handles the appeals, comments and complaints referred to in point 7.11 of the Terms of Service in a timely, non-discriminatory, objective and non-arbitrary manner, no later than within 14 calendar days from the date of their receipt. Where an appeal contains sufficient grounds for the Service Provider to consider its decision unfounded, the Service Provider reverses or changes that decision without undue delay. The Service Provider informs the appellant of the outcome of the appeal by electronic means, together with a statement of reasons, and decisions taken following an appeal are not taken solely on the basis of automated processing.
- 7.13. Users and other individuals or entities that have submitted a notice of Illegal Content or that are affected by decisions of the Service Provider taken in connection with content incompatible with the Terms of Service have the right to select any out-of-court dispute settlement body certified by the Digital Services Coordinator of a Member State in accordance with Article 21 of the Digital Services Act in order to resolve disputes relating to those decisions. The decision of such a body is not binding on the parties.
- 7.14. In the event of receiving manifestly unfounded notices from the same individual or entity, or of a User providing manifestly illegal content, the Service Provider may – after issuing a prior warning – suspend for a specified period the processing of notices from that individual or entity or the acceptance of content from that User.
- 7.15. In exercising its rights and fulfilling its obligations under the Digital Services Act, the Service Provider acts with due diligence, in an objective and proportionate manner and with due regard to the rights and legitimate interests of all parties involved, including in particular the fundamental rights of Users enshrined in the Charter of Fundamental Rights of the European Union.

8. TECHNICAL INTERRUPTIONS AND FAILURES

- 8.1. The Service Provider makes due efforts to ensure the correct and uninterrupted functioning of the Website. However, due to the complexity of the Website and the Calculators and to external factors beyond the Service Provider's control, including attacks on the ICT infrastructure and failures of Internet service providers, errors and technical failures preventing or limiting the functioning of the Website may occur. In such a case, the Service Provider takes reasonable steps to limit the negative effects of such events.

- 8.2. The Service Provider informs Users on the pages of the Website about errors and technical failures and about the expected time of their removal, if possible.
- 8.3. Apart from interruptions caused by errors and technical failures, technical breaks may occur during which the Service Provider takes actions aimed at the development and security of the Website. The Service Provider plans technical breaks in such a way that they are as little burdensome for Users as possible, in particular at times of reduced traffic and only for the time necessary, and informs about them on the pages of the Website with appropriate advance notice, if possible.
- 8.4. The Service Provider is not liable towards Users for damage resulting from the failures and technical breaks referred to in this chapter of the Terms of Service, unless they were caused by wilful misconduct or gross negligence of the Service Provider. This point of the Terms of Service is not intended to exclude or limit any statutory rights of a User who is a Consumer, in particular with regard to the Service Provider's liability for improper performance.

9. COMPLAINT PROCEDURE AND REPORTING ERRORS

- 9.1. This chapter of the Terms of Service sets out the complaint handling procedure common to all complaints submitted to the Service Provider, in particular complaints concerning the Calculator Electronic Service and other complaints related to the activities of the Service Provider or the Website, as well as reports of errors in the Calculators.
- 9.2. Complaints and error reports may be submitted:
 - a) in electronic form to the e-mail address: contact@rafalstyblinski.pl;
 - b) in writing to the address of the Service Provider indicated in the definition of the Service Provider in point 2.13 of the Terms of Service.
- 9.3. It is recommended to provide in the description of the complaint or report: information and circumstances concerning the subject of the report, in particular the address of the Calculator page, the data entered, the Result obtained, the type and date of occurrence of the irregularity or lack of conformity with the Agreement; a request as to the manner of bringing the service into conformity with the Agreement or another claim; and the contact details of the complainant – this will facilitate and speed up the handling of the complaint. The requirements specified in the preceding sentence are merely recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
- 9.4. If the contact details provided change while the complaint is being handled, the complainant is obliged to notify the Service Provider thereof.
- 9.5. The complainant may attach evidence to the complaint, in particular screenshots. The Service Provider may ask the complainant to provide additional information if this will facilitate the handling of the complaint.
- 9.6. The Service Provider will respond to the complaint promptly, no later than within 14 calendar days from the date of its receipt.
- 9.7. To the extent that the Calculator Electronic Service constitutes a digital service within the meaning of Chapter 5b of the Consumer Rights Act, the liability of the Service Provider towards the Consumer and the Entrepreneur with consumer rights for the conformity of that service with the Agreement is governed by the provisions of that chapter. The Consumer may demand that the Electronic Service be brought into conformity with the Agreement.
- 9.8. The basis and scope of the statutory liability of the Service Provider are determined by generally applicable provisions of law, in particular the Civil Code, the Consumer Rights Act and the Act on Providing Services by Electronic Means.
- 9.9. Notices concerning Illegal Content and appeals against decisions of the Service Provider taken on the basis of such notices are handled in the procedure set out in the chapter of the Terms of Service concerning Illegal Content and other content incompatible with the Terms of Service.

10. OUT-OF-COURT METHODS OF HANDLING COMPLAINTS AND PURSUING CLAIMS

- 10.1. Using out-of-court methods of handling complaints and pursuing claims is voluntary and requires the consent of both parties to the dispute. The information below is provided for information purposes only and does not constitute an obligation of the Service Provider to use these methods.
- 10.2. Methods of resolving disputes without the involvement of a court include, among others, enabling the positions of the parties to be brought closer together, for example through mediation; proposing a solution to the dispute, for example through conciliation; and resolving the dispute and imposing its solution on the parties, for example in arbitration (arbitration court). Detailed information on the out-of-court resolution of consumer disputes, including the register of authorised entities and the list of contact details of consumer ombudsmen, is available on the website of the Office of Competition and Consumer Protection: <https://polubowne.uokik.gov.pl/> and <https://www.uokik.gov.pl/>.
- 10.3. In particular, the Consumer may use the following options:
- a) applying to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings for an amicable settlement of the dispute;
 - b) applying to the permanent arbitration court operating at the provincial inspector of the Trade Inspection with a request to resolve a dispute arising from the concluded Agreement;
 - c) applying for free legal assistance to a district or municipal consumer ombudsman or to a social organisation whose statutory tasks include consumer protection, including the Consumer Federation and the Association of Polish Consumers;
 - d) applying to another entity authorised to conduct proceedings for the out-of-court resolution of consumer disputes, entered in the register maintained by the President of the Office of Competition and Consumer Protection.
- 10.4. A contact point operates at the President of the Office of Competition and Consumer Protection, whose tasks include, among others, providing consumers with information on the out-of-court resolution of consumer disputes. The consumer may contact the point by telephone at 22 55 60 332 or 22 55 60 333, by e-mail at: kontakt.adr@uokik.gov.pl, or in writing or in person at the seat of the Office at plac Powstańców Warszawy 1 in Warsaw (00-030). Consumers are also advised through the nationwide consumer helpline at 801 440 220 (the helpline is open on working days, during the hours 8:00–18:00; call charges according to the operator's tariff) and at the e-mail address: porady@dlakonsumentow.pl.
- 10.5. With regard to disputes concerning decisions of the Service Provider taken in connection with content incompatible with the Terms of Service, the User may also apply to an out-of-court dispute settlement body certified under Article 21 of the Digital Services Act, in accordance with the provisions of the chapter of the Terms of Service concerning Illegal Content.

11. TERMINATION OF USE AND WITHDRAWAL FROM THE AGREEMENT

- 11.1. The User may stop using a Calculator at any time and without giving a reason by leaving its page. The Calculator Electronic Service is provided free of charge, and ending its use does not involve any costs or financial obligations.
- 11.2. A Consumer who has the right to withdraw from a distance contract may withdraw from the Agreement within 14 calendar days from the date of its conclusion without giving any reason and without incurring any costs. To meet the deadline, it is sufficient to send the statement before its expiry.
- 11.3. The statement of withdrawal from the agreement may be submitted in any form that ensures an unambiguous expression of the Consumer's will, in particular in electronic form to the e-mail address: contact@rafalstyblinski.pl or in writing to the address of the Service Provider indicated in the definition of the Service Provider in point 2.13 of the Terms of Service. The Consumer may use the model withdrawal form constituting Annex No. 2 to the Consumer Rights Act, but this is not mandatory.
- 11.4. Due to the free-of-charge nature of the Electronic Service, withdrawal from the Agreement does not involve the return of any monetary payments.
- 11.5. The period for withdrawal from the Agreement begins on the date of its conclusion.
- 11.6. The provisions of this point of the Terms of Service apply accordingly to the Entrepreneur with consumer rights.

12. COPYRIGHTS AND TRADEMARKS

- 12.1. The copyrights and intellectual property rights to the Website as a whole and to its elements, in particular to the Calculators, code, layout, texts, graphics and databases, belong to the Service Provider or to entities with which the Service Provider has concluded relevant agreements, and are protected under the Copyright Law and other generally applicable provisions of law. The protection covers all forms of expression of the Website.
- 12.2. The User does not acquire any intellectual property rights to the Website. Subject to the exceptions provided for by mandatory provisions of law, the User is not entitled to modify, adapt, translate, decode, decompile or disassemble the Website or otherwise determine its source code.
- 12.3. The User may use the Calculators and the Results for their own use, including in professional activity, and may use individual Results in their plans, documents and projects, without separate consent of the Service Provider.
- 12.4. Beyond the scope specified in the preceding point, the following are in particular not permitted: copying the Website or a part thereof in order to create a competing service; mass downloading of the content of the Website or automated querying of the Calculators beyond the scope of normal use; presenting a Result as a design, an acceptance of an installation or a technical opinion issued by the Service Provider.
- 12.5. The provisions of this point of the Terms of Service do not limit the rights arising from the provisions on permitted use, in particular from Article 23 and Article 27 of the Act of 4 February 1994 on Copyright and Related Rights.
- 12.6. Names, trademarks, designations and product names of manufacturers, brands and standardisation organisations appearing on the Website, including names of manufacturers and models of equipment, belong to their owners and have been used solely for informational and identification purposes. Their use does not imply any association of the Service Provider with the owners of these designations or any recommendation on the part of these entities.

13. PROVISIONS CONCERNING ENTREPRENEURS

- 13.1. This chapter of the Terms of Service and the provisions contained therein apply exclusively to Users who are neither Consumers nor Entrepreneurs with consumer rights.
- 13.2. The User referred to in point 13.1 of the Terms of Service uses the Calculators as a professional and is obliged to have each Result verified by a person with the appropriate qualifications and authorisations before applying it in practice.
- 13.3. The Service Provider does not give the User referred to in point 13.1 of the Terms of Service any guarantee as to the accuracy, completeness or fitness of the Results for a particular purpose.
- 13.4. The Service Provider is not liable towards the User referred to in point 13.1 of the Terms of Service for damage resulting from the application of a Result or from the use of the Website, including for damage to machines, devices, installations and materials, indirect and consequential damage, lost profits and business interruption. The exclusion covers liability on any legal basis, to the extent permitted by mandatory provisions of law, and does not apply to damage caused intentionally.
- 13.5. Any disputes arising between the Service Provider and the User referred to in point 13.1 of the Terms of Service shall be submitted to the court having jurisdiction over the address for service of the Service Provider indicated in the definition of the Service Provider in point 2.13 of the Terms of Service.

14. FINAL PROVISIONS

- 14.1. Agreements concluded through the Website are concluded in Polish and in accordance with Polish law. In matters not regulated in the Terms of Service, the generally applicable provisions of Polish law shall apply, in particular the Civil Code, the Consumer Rights Act, the Act on Providing Services by Electronic Means, the Copyright Law and the Digital Services Act.
- 14.2. The Service Provider may amend the Terms of Service only for important reasons, which include: a change in generally applicable provisions of law or in their interpretation resulting from court judgments or decisions of administrative authorities; being subject to a legal or regulatory obligation; a change in the scope, manner or form of the Electronic Services provided; a change in the number or addresses of the websites covered by the Terms of Service; a change in the identification or contact details of the Service

Provider; the need to counteract abuse or to ensure the security of the Website, including protection against malicious software, spam and other cybersecurity threats.

- 14.3. The Service Provider gives notice of an amendment to the Terms of Service at least 14 calendar days before it enters into force by publishing information on the pages of the Website. An amendment to the Terms of Service does not affect Agreements concluded before the date of its entry into force. Since the Agreement expires when the use of the Calculator ends, the amended Terms of Service apply to the use of a Calculator after the date on which the amendment enters into force.
- 14.4. The Service Provider may introduce an amendment to the Terms of Service without observing the period referred to in the preceding point if it is obliged to do so under provisions of law in a manner that makes it impossible to observe that period, or if it must exceptionally amend the Terms of Service in order to counteract an unforeseen and imminent threat to the security of the Website. In such a case, the amendment takes effect immediately, unless a longer period can or must be applied.
- 14.5. The Terms of Service may be made available in other language versions. Each translation is prepared with due care; however, the Service Provider cannot guarantee that it is free of errors. In the event of discrepancies in the interpretation of the provisions of the Terms of Service resulting from differences between a translation and the original Polish version, the Polish version shall prevail.
- 14.6. Any disputes arising between the Service Provider and a User who is a Consumer shall be submitted to the courts having jurisdiction in accordance with the generally applicable provisions of Polish law.
- 14.7. If any provision of the Terms of Service is found to be invalid or not binding, the remaining provisions shall remain in force. In relations with Users who are neither Consumers nor Entrepreneurs with consumer rights, an invalid provision shall be replaced by the provision that comes closest to its economic purpose.
- 14.8. These Terms of Service do not exclude the provisions in force in the state belonging to the European Economic Area in which the Consumer concluding the Agreement with the Service Provider has their habitual residence, if those provisions cannot be excluded by agreement. In such a case, the Service Provider guarantees the Consumer the protection granted to the Consumer under the provisions that cannot be excluded by agreement, in force in the state of the Consumer's habitual residence.