

SELMO TERMS AND CONDITIONS FOR SELLERS

Selmo sp. z o.o. with its registered office in Kraków, Lubicz 27/40 St., 31-503 Kraków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register (KRS) under number 0000942376, NIP number 6751756693 (hereinafter referred to as the **'Provider'** or **'we'**, **'us'** **'our'**) welcomes you to Selmo!

This document (hereinafter referred to as the **'Selmo Terms and Conditions for Sellers'**, **'Terms and Conditions'** or **'T&Cs'**) constitutes the general terms and conditions of any agreement (hereinafter referred to as the **'Agreement'**) concluded between us and the Seller – a person or professional entity conducting business activity in the field of sales who uses Selmo directly in connection with their business activity (hereinafter referred to as the **'Seller'** or **'you'**, **'your'**). The Agreement may also contain certain additional terms or restrictions, which we will inform you of in Selmo prior to the conclusion of the Agreement.

Unless we indicate otherwise, **'Selmo'** means our software through which we offer tools and functionalities that optimise and automate processes related to live shopping (hereinafter collectively referred to as **'Services'**), including Selmo Panel and Selmo for Business mobile apps and the web app available at www.selmo.io.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE STARTING TO USE SELMO.

These Terms and Conditions set out the conditions that the Seller must meet and agree to in order to use Selmo.

If the Seller does not agree to the provisions of these Terms and Conditions, they will not be able to use Selmo and the Services we offer.

In connection with the use of Selmo, you agree to comply with the rules and guidelines set out in this document. By accepting these Terms and Conditions, you confirm that you are authorized to enter into agreements and use Selmo, you have read and understood these T&Cs, and you raise no objections to them.

1. GENERAL TERMS AND CONDITIONS OF USE OF SELMO

1.1. Technical requirements

To use Selmo, you need a device that meets the following requirements:

- a. an active Internet connection allowing two-way communication via HTTPS,
- b. a correctly installed and configured, up-to-date web browser supporting HTML5 and cascading style sheets (CSS3), e.g. Google Chrome, Mozilla Firefox, Opera, Microsoft Edge, Internet Explorer. Web browsers should operate at a screen resolution of at least 1024x768 pixels,

- c. with JavaScript and cookies enabled (usually enabled by default in the browser),
- d. for Selmo Panel: original Android system version 7.0 or higher or original iOS system version 13.0 or higher; does not apply to Selmo for Business, which is only available on iOS devices.

Recommended internet connection speed: 3.0 Mbit/s, and 10.0 Mbit/s for live streaming.

Compliance with the above requirements does not guarantee that the Seller will be able to use Selmo without possible interruptions or disruptions. The use of our Services may be affected by various factors beyond our control, including the quality and bandwidth of your internet connection, your location, or the devices you use.

You are responsible for all costs associated with accessing the internet. Using Selmo may involve the use of data, depending on the terms of your agreement with your internet service provider.

1.2. Interruptions in access to Selmo

We make every effort to ensure uninterrupted operation of Selmo and provision of the Services.

In order to ensure high quality of the Services and efficient operation of Selmo, we reserve the right to periodically interrupt the Services for technical reasons necessary to update, upgrade, maintain and develop Selmo. We will inform you about technical interruptions by posting a message on Selmo or by sending a notification to the Seller's email address. We will endeavour to ensure that technical interruptions take place between 10 p.m. and 6 a.m.

In special cases affecting the security or stability of Selmo, we reserve the right to temporarily suspend or restrict the provision of the Services without prior notice to the Seller.

1.3. Security of Selmo

We take technical and organisational measures appropriate to the level of security risk of the Services provided.

Regardless of this, Sellers are advised to take steps to increase security, in particular:

- a. using Selmo only on devices protected by antivirus software and a firewall,
- b. avoiding the use of public, unsecured WiFi networks,
- c. in the case of integration of Selmo with external applications, complying with the security guidelines specified by Selmo's partners.

1.4. Integration with Partners. Third-Party Services

Selmo, through an API (application programming interface), enables integration with applications of third-parties (hereinafter referred to as '**Partners**'). Integration allows for the exchange of data between Selmo and the Partner's app. To enable integration, the Seller must use services provided directly by the Partner ("**Third-Party Services**") under terms specified in separate regulations. The Seller is obliged to read and comply with the terms and conditions of the Third-Party Service. The use of Third-Party Services may entail an obligation for the Seller to make payments to the Partner.

Use of certain Services may require integration with Third-Party Services.

A list of available integrations is visible in the Seller's account under Settings > Integrations.

2. SELLER ACCOUNT

The Seller Account (hereinafter referred to as the '**Account**') enables the Seller to use the functionality and tools of Selmo. The Account is free of charge.

2.1. Account Requirements

In order to create an Account, the Seller must meet the following conditions:

- a. be at least 18 years of age and have the required legal capacity (in the case of natural persons),
- b. conduct business activity,
- c. accept the Terms and Conditions,
- d. provide one of the following data enabling the identification and login of the Seller to Selmo:
 - email address and password or
 - email address assigned to the Google or Facebook account – in this case, the Seller will grant us specific rights, about which they will be informed during the creation of the Account (option to log in using Google or Facebook),
- e. provide the name of the shop or profile,
- f. provide a mobile phone number,
- g. provide the expected sales volume,
- h. integrate their company website on the Facebook platform or their company account on Instagram – in this case, the Seller will grant us specific rights, about which they will be informed during the integration process. Failure to integrate or grant the required rights will prevent the use of certain Services.

The Seller may use the Services on the terms set out in these Terms and Conditions, after successful registration of the Account and integration of Selmo.

We reserve the right to analyse the use of the Account to verify that the Seller complies with the provisions of the Agreement. If we find that the Seller has breached the provisions of the Agreement, we may take appropriate action as described in these Terms and Conditions.

The Seller may change or supplement the data provided during registration while using the Account. The Seller may also voluntarily consent to receiving marketing content via selected communication channels, which they may withdraw at any time.

The Seller declares that they meet the conditions necessary to create an Account, and that the data provided in connection with the creation of the Account or supplemented at a later stage of using Selmo is true and correct, and undertakes to update it on an ongoing basis. We are not liable if the Seller has provided false or incomplete data or has not updated it accordingly.

We assume that a natural person acting on behalf of the Seller (a legal person or an organisational unit without legal personality, which is granted legal capacity by law) is authorised to represent the Seller and make binding declarations of will on its behalf. Creating an Account is tantamount to making a declaration to that effect.

2.2. Deletion of the Account

The Seller may delete the Account at any time, which will result in immediate loss of access to the Account and the data and licences associated with the Account. After deleting the Account, we will only store data to the extent and for the period necessary to fulfil our legal obligations.

The Account will be deleted immediately upon receipt of a request from the Seller sent to: hello@selmo.io.

Notwithstanding the above, we reserve the right to delete the Account in the following cases:

- a. breach by the Seller of its obligations under the Agreement,
- b. planned discontinuation of the Services and Selmo,
- c. if the Seller does not use it for 6 consecutive months.

Deletion of the Account is tantamount to termination of the Agreement.

2.3. Unauthorised access

The Seller is responsible for all actions taken using the Account. The Seller is obliged to keep their password, authentication code or other information enabling access to the Account confidential.

If the Seller suspects that an unauthorised person has gained access to the Account, they should immediately notify us of this fact, change their password and log out of all registered devices. If we have reason to suspect that the Account is being used improperly, we may immediately suspend access to the Account or otherwise prevent further unauthorized activity without prior notice to the Seller.

2.4. Employee Account

The Seller may be authorised to create accounts for its employees or associates (hereinafter referred to as '**Employee Account**'). Unless otherwise specified, all rules relating to the Account shall apply mutatis mutandis to the Employee Account.

All obligations incumbent on the Seller under these Terms and Conditions shall apply mutatis mutandis to an employee or associate using Selmo. The Seller shall be liable for all activities undertaken using the Employee Account and for any actions or omissions of the employee or associate that are contrary to these T&Cs. The creation and activation of an employee account is tantamount to making a declaration to that effect.

Once an Employee Account is created, the employee or associates will receive an activation link via email. They will log in using that email address and a password.

The Employee Account enables access to selected Services in the name of the Seller, depending on assigned permissions.

We reserve the right to impose limits on the number of Employee Accounts and define role-based access.

The Seller may delete an Employee Account at any time using the dedicated Account functionality. Deletion of an Employee Account will result in the Seller and its employee or associate losing access to the data associated with that Account.

3. SELMO SERVICES

As part of Selmo, we offer Services – tools and functionalities that optimize and automate processes related to the Seller's live shopping of products to customers using Selmo Apka, Facebook or Instagram.

By products (hereinafter referred to as '**Products**'), we mean clothing, footwear, accessories, cosmetics and everyday items offered by the Seller that meet the requirements and have been approved for sale in accordance with applicable law.

'**Customer**' refers to the person to whom the Seller's offer is addressed and who, after reviewing the offer, may decide to purchase the Seller's Products (conclude a sales agreement with the Seller).

3.1. Selmo Tools and Functionalities

As part of the Services, the Seller shall have access to tools and functionalities enabling the optimisation and automation of processes related to the Seller's live shopping, including:

- a. integration with the Facebook Messenger or Instagram DMs service for direct messaging with Customers,
- b. communicating with the Customer via Selmo Apka, Facebook or Instagram (e.g. notifications, sales posts) or SMS messages,
- c. conducting live sales broadcasts on the Facebook platform or using Selmo Apka,
- d. order handling and automation, including creating and editing Customer orders or shopping carts, creating summaries after live shopping broadcasts, monitoring order statuses, making shopping carts available for the purchase of Products,
- e. adding and managing Products, including determining their price and quantity, creating automatic product codes,
- f. automating the process of creating sales documents in the form of invoices or receipts with purchase confirmation in the form of an email or private message,
- g. automating the process of creating courier labels,
- h. creating a customer database,
- i. collecting consent from customers to send commercial information via a specific communication channel,

- j. access to customer order history,
- k. sales data analytics,
- l. creating and managing employee accounts.

3.2. Licences. Additional Services

The Seller obtains access to Selmo on the basis of a licence for the Selmo software under a software license governed by these Terms and Conditions (hereinafter referred to as the 'Licence').

We anticipate various types of paid Licences:

- Selmo Basic,
- Selmo Premium,
- Selmo Pro.

We reserve the right to require that access to certain Services may necessitate the activation of a paid Selmo Pro Licence or the extension of the Selmo Basic or Selmo Premium Licence with an additional Service (hereinafter referred to as the "Additional Service").

We also reserve the right to change the availability and scope of individual Licences. This means that we may introduce and discontinue new types of Licences or Additional Services at any time, but such changes will not affect the validity and scope of Licences or Additional Services already activated for the period (plan) for which the fee has been paid. To the extent that the changes may affect our relationship (e.g. if we cancel a specific Licence), we will notify you of the changes in advance, at least 15 days before the planned date of their entry into force.

The current Licence offer is available at <https://www.selmo.io/pricing>.

The Seller shall only have access to the Services covered by the selected Licence as of the date of conclusion of the Agreement.

3.3. Selmo Panel

Selmo Panel is our mobile app through which the Seller uses our Services. The Seller may also use the Services via a web app, but it cannot be used without a valid Licence.

3.4. Selmo for Business

Selmo for Business is our mobile app that allows Sellers to conduct live shopping broadcasts on the Facebook platform and in the Selmo Apka. Use of Selmo for Business requires an active Selmo Pro Licence.

3.5. Selmo Apka

Selmo Apka is our mobile app that allows Customers to browse the Seller's Products and facilitates the conclusion of transactions with the Seller within the Selmo's functionality (hereinafter referred to as '**Selmo Apka**'). Its use is governed by separate terms and conditions.

As part of the Services, the Seller is able to present their offer (using the Store profile presented on the basis of data provided by the Seller), communicate with the Customer (e.g. through sales posts, notifications) or conduct live shopping broadcasts via the Selmo Apka.

While the Seller does not gain access to Selmo Apka as part of the Services, they may grant selected users permissions to manage their shop content via the Selmo Apka.

While the Seller does not gain access to Selmo Apka as part of the Services, it may grant the user of Selmo Apka the right to manage the Seller's content via Selmo Apka. In such a case, the Seller shall bear full responsibility for the Selmo Apka user, including their actions or omissions contrary to the law, these Terms and Conditions or the Selmo Apka user terms and conditions, to the extent that such actions relate to or may be related to the Seller's activities.

3.6. Shop Service

An Additional service providing access to tools and functionalities enabling the configuration of the Seller's shop (through the use of a dedicated creator enabling, among other things, the addition of information or photos about Products, banners, or integration with Google Analytics), which will then be maintained in our infrastructure. The Store is an additional communication channel and allows the Seller to present their Products online.

Detailed rules regarding the Store service may be specified in separate terms, of which the Seller will be duly informed.

4. LICENCES

The use of Selmo is subject to a Licence granted under the rules outlined below. We declare that we hold full copyright to Selmo and are authorized to grant the Seller a Licence under these T&Cs.

The Seller declares that they will use the Selmo software exclusively in accordance with its purpose and intended use, in accordance with these T&Cs.

4.1. Scope of the Licence

We grant the Seller a non-exclusive, territorially unlimited licence to use Selmo, which includes the right to permanently or temporarily reproduce the software using digital technology (downloading, permanent or temporary storage on the end device) for the purpose of using Selmo, which we understand to mean launching, accessing, displaying, using, storing, entering your own data, exporting or importing data from Selmo.

To the extent that the Seller obtains access to the Services (tools and functionalities optimising and automating processes related to the Seller's live shopping) within Selmo, the Licence is granted:

- for a fee and for limited period (in the case of Selmo Basic and Selmo Pro),

- for a fee and for an unlimited period (in the case of Selmo Premium).

In all other respects (e.g. to the extent that you are able to log in to your Account), the Licence for Selmo is granted by us free of charge until Selmo is permanently deleted from your end device or your Account is deleted.

4.2. Restrictions on the Seller

The Seller is obliged not to, in particular:

- a. translate, correct, re-engineer, adapt, change the layout, decompile, modify or make any other changes to Selmo or any part thereof, except for adapting Selmo to its own needs using the tools provided by us and the methods enabled by us,
- b. perform other activities aimed at creating, based on Selmo, computer programs with a purpose or function similar to Selmo,
- c. rent, lease, sell, sublicense or otherwise transfer rights to Selmo, or make Selmo available to third parties.

For the avoidance of doubt, the source code of Selmo is not subject to the Licence. The Seller is not authorised to modify, copy or distribute it in whole or in part.

4.3. Licence term. Selmo Basic and Selmo Pro

The Licence is granted for a fixed period of time and is valid in accordance with the billing plan selected by the Seller. Depending on the type of Licence, the following billing plans are available: monthly plan, six-month plan or annual plan, which is calculated from the moment of positive payment verification.

The Seller enters into an Agreement under which we grant them access to Selmo Services under the Selmo Basic or Selmo Pro Licence, in accordance with the billing plan selected by the Seller, via a dedicated button within the Account.

Services available as part of Selmo Pro are marked with the 'Pro' symbol in Selmo. For more information about Selmo Pro, please visit <https://www.selmo.io/selmo-pro/overview>.

4.4. Licence term. Selmo Premium.

The Licence is granted for an indefinite period, whereby the Seller is obliged to pay the fees on time in accordance with the rules set out in these Terms and Conditions.

4.5. Licence fee. Selmo Basic

Fee amounts are visible in the Seller's Account. Sellers are informed of the applicable Licence fee before activation.

4.6. Licence fee. Selmo Premium

The Licence fee for Selmo Premium is a specified percentage of the value of each transaction concluded with the Customer using Selmo. The Seller is informed each time about the method of calculating the fee (the percentage rate used as the basis for calculating the fee) before the Licence is activated.

4.7. Licence fee. Selmo Pro

Fee amounts are visible in the Seller's Account. Sellers are informed of the applicable Licence fee before activation.

The Selmo Pro fee includes:

- a. a fixed fee paid in advance depending on the selected plan,
- b. an additional fee, constituting our commission (Selmo commission), shall be determined and collected based on the rules established within these Terms and Conditions.

4.8. Changes to Licence fees

We reserve the right to change the amount or method of calculating Licence fees. In the case of automatically renewable paid Licences, the Seller will be notified of any changes to the fees. If the Seller does not agree to the proposed changes (effective from the new billing period), they should immediately cancel the Licence.

4.9. Updates

All updates to Selmo are automatic and do not require additional fees.

4.10. Licence cancellation by the Seller

The Seller may cancel their Licence at any time via their Account or by contacting us. Cancellation equals termination of the Agreement.

In the case of paid Selmo Basic Licence or Selmo Pro Licence, the cancellation of the Licence shall take effect at the end of the billing period during which the Seller notifies us of their intention to cancel the Licence. If a payment card is selected as the payment method, cancellation of the Licence shall be tantamount to not charging the payment method selected by the Seller for subsequent billing periods.

In the case of a paid Selmo Premium Licence, the cancellation of the Licence shall take effect at the end of the notice period, which is 15 days from the date of cancellation of the Licence.

For the avoidance of doubt, the deletion of an Account shall be deemed to be a cancellation of any paid Licences associated with the Account, which shall become effective upon deletion of the Account.

We reserve that the cancellation of the Licence by the Seller shall not affect:

- a. the Seller's obligation to pay the fee for the remaining part of the current billing plan and no right to a refund of any part of the fee paid in advance for this purpose – with regard to Selmo Basic and Selmo Pro,
- b. the obligation of the Seller to pay the fee for the period applicable during the notice period of the Agreement – with regard to Selmo Premium.

4.11. Cancellation of the Licence by the Provider

We may cancel the Licence (and thus terminate the Agreement) only for significant reasons, including:

- a. breach of Terms and Conditions by the Seller,
- b. planned discontinuation of Selmo or the Services,
- c. legal changes affecting the functioning of Selmo, which prevent or significantly impede the functioning of Selmo and the provision of Services on the existing terms,
- d. loss of necessary rights or licenses to provide the Service or to integrate with the Partner,
- e. fulfilment of obligations arising from a final court ruling or final administrative decision,
- f. failed payment collection due to Seller-related issues.

Unless otherwise stated, the termination notice period is 30 days from the date we notify the Seller of the reason for the cancellation.

We reserve that the cancellation of the Licence by the Provider shall not affect:

- a. the Seller's obligation to pay the fee for the remaining part of the current billing plan and no right to a refund of any part of the fee paid in advance for this purpose – with regard to Selmo Basic and Selmo Pro,
- b. the Seller's obligation to pay the fee for the period applicable during the notice period of the Agreement – with regard to Selmo Premium.

4.12. Trial Licence

The Seller may access the Services under a free licence for a limited period of time ('**Trial Licence**'). Unless otherwise provided in this section, the Trial Licence is granted on the terms and to the extent set out in this chapter, for the period specified when the Account is created.

Under the Trial Licence, the Seller shall have access to a limited range of Services, in particular those that are not Additional Services or Services covered by the Selmo Pro Licence.

During the Trial Licence or after its expiry, the Seller may activate a paid Licence. Failure to activate a paid Licence shall result in the loss of access to the Services and related data after the expiry of the Trial Licence. The Seller may use the Account free of charge solely for the purpose of activating a paid Licence and in accordance with these Terms and Conditions.

Unless otherwise specified, the Trial Licence is available only to new Sellers.

4.13. Additional Services

The Seller may extend the scope of the Selmo Basic or Selmo Premium Licence by purchasing an Additional Service.

Fee amounts for Additional Services are visible in the Seller's Account. Sellers are informed of the applicable Additional Service fee before activation.

The access to the Additional Service is granted for a fixed period based on the billing plan selected by the Seller (monthly, semi-annual, or annual), starting from the successful payment confirmation. The Seller signs an Agreement via their Account (using a dedicated button) under which we grant them access to Additional Service.

An active Selmo Basic Licence is required to use Additional Services. Lack of such a Licence shall not affect the Seller's obligation to pay the fee for the remaining part of the current billing plan and shall not entitle the Seller to a refund of any part of the fee paid in advance for this purpose.

5. PAYMENTS

In exchange for access to our software under specific Licence types, the Seller is obligated to pay applicable fees.

All fees are quoted in the currency applicable in the Seller's relevant market (e.g. PLN, GBP, USD, EUR) and are net amounts (excluding VAT, unless required).

5.1. Payment methods

The Seller shall make payments using the payment methods specified in Selmo.

Depending on the payment method selected, the Seller may be redirected to the websites or services of an external payment service provider in order to make the payment. The rules for the provision of payment services by the payment service provider are set out in separate terms and conditions. If the selected payment method requires it, the Seller may be required to provide the payment service provider with the data necessary to complete the payment (e.g. payment card details).

5.2. Payment terms. Selmo Basic Licence

If a payment card is selected as the payment method, the Selmo Basic Licence is automatically renewed after the end of the billing period (selected plan) until the Licence is cancelled by the Seller. The fee is then charged and collected in advance on the first day of the new billing period. If the renewal date of Selmo Basic falls on a day that does not occur in every month, the fee will be charged on the last day of that month. If an annual plan is chosen, the Seller will be charged on the day the Licence is activated.

By choosing a credit card, the Seller agrees to automatic recurring charges and is responsible for maintaining valid payment details.

If authorization fails, we will attempt the charge at least 3 more times. If unsuccessful, we may immediately cancel the Licence, resulting in loss of access to Services until reactivation. The decision to cancel the Licence will be communicated to the Seller to the email address associated with the Seller's Account without undue delay. In the event of a delayed payment, the billing period shall be calculated from the date on which the timely payment should have been made.

If the Seller uses a payment method other than a credit card, the Licence will be extended for the same billing period (or a different period if the Seller chooses a different plan) only if the payment for the next billing period is credited to our bank account no later than the last day of the current period.

Failure to pay results in loss of access to Services and related data. The Seller may use the Account free of charge only for the purpose of activating the paid Licence, in accordance with the rules set forth in these Terms and Conditions.

The rules described above apply accordingly in the event of extending the Selmo Basic Licence with Additional Services.

5.3. Payment terms. Selmo Premium Licence

For the Selmo Premium Licence, the basic payment method is a payment card. We reserve the right to allow other payment methods in exceptional circumstances, but this will require our consent each time and may differ from the rules described below.

The additional fee may be charged by us in one of two ways:

- each time a transaction is made – in this case, the fee will be charged automatically by the payment service provider handling the transaction,
- at the end of each month or upon reaching a specified fee amount – in this case, the fee will be charged automatically on the last day of the month to which the settlement relates or immediately after reaching the set limit.

The primary method is to charge a fee for each transaction. If it is not possible to automatically charge a fee for each transaction, the fee will be charged:

- on the last day of each month to which the settlement relates or
- earlier – immediately upon reaching each of the following amounts in sequence: EUR 24 / USD 29, EUR 69 / USD 79, EUR 119 / USD 139, EUR 239 / USD 279, and subsequently EUR 500 / USD 500 (progressive collection thresholds). If the total amount of fees exceeds a given threshold, the collection may occur more than once per month.

In the event of a failed payment authorisation within Selmo Premium, we will attempt the charge at least 3 more times. In the event of unsuccessful payment authorisation, we are entitled to cancel the Licence in accordance with the rules set forth in these Terms and Conditions.

We reserve the right to select, change or extend the methods of collecting fees, including changing the collection threshold or introducing new payment methods in addition to or instead of

the methods described above. The Seller will be notified of the planned change at least 15 days before its introduction. If the Seller does not agree to the proposed changes, they should immediately cancel the Licence. Failure to cancel the Licence within the above period shall constitute acceptance of the changed or new payment methods.

Fees are charged in the currency applicable in relations between the Seller and us.

5.4. Payment terms. Selmo Pro Licence

For the Selmo Pro Licence, the basic payment method is a payment card. We reserve the right to allow other payment methods in exceptional circumstances, but this will require our consent each time and may differ from the rules described below. If the renewal date of Selmo Pro falls on a day that does not occur in every month, the fee will be charged on the last day of that month. If an annual plan is chosen, the Seller will be charged on the day the Licence is activated.

If a payment card is selected as the payment method, the Selmo Pro Licence is automatically renewed after the end of the billing period (selected plan) until Selmo Pro is cancelled by the Seller. The fixed fee is then calculated and charged in advance on the first day of the new billing period.

The additional fee may be charged by us in one of two ways:

- a. each time a transaction is made – in this case, the fee will be charged automatically by the payment service provider handling the transaction,
- b. at the end of the monthly billing period (calculated from the date of Licence activation) or if the value of Selmo's commission reaches USD 500, EUR 500 or PLN 2500 (the commission amount is calculated in the currency used by the Seller in its relations with us) – in such a case, the fee will be charged automatically on the last day of the billing period or immediately after reaching the set limit.

The primary method is to charge an additional fee for each transaction. If it is not possible to automatically charge a fee for each transaction, the additional fee will be charged:

- on the last day of the given billing period or
- earlier – immediately after reaching the amount of USD 500, EUR 500 or PLN 2,500 (collection threshold). In this case, if the total amount of fees exceeds the specified threshold before the end of the billing period, collection may occur more than once a month.

We reserve the right to select, change or extend the methods of collecting fees, including changing the collection threshold or introducing new payment methods in addition to or instead of the methods described above. The Seller will be notified of the planned change at least 15 days before its introduction. The Seller will be notified of the planned change at least 15 days before its introduction. If the Seller does not agree to the proposed changes, they should immediately cancel the Licence. Failure to cancel the Licence within the above period shall constitute acceptance of the changed or new payment methods.

In the event of a failed payment authorisation within Selmo Pro (fixed fee or additional fee), we will attempt the charge at least 3 more times. In the event of unsuccessful payment authorisation, we are entitled to immediately cancel Selmo Pro, which will result in the Seller losing access to the Services until Selmo Pro is reactivated. The decision in this regard will be communicated to the Seller at the e-mail address associated with the Seller's Account without undue delay. In the event of a delayed payment of the fixed fee, the Selmo Pro billing period is calculated from the date on which the payment should have been made.

If a payment method other than a payment card is selected, the Licence shall be extended for another identical billing period (or another period if the Seller chooses a different plan) only if, no later than on the last day before the end of the current billing period, the Seller makes a payment for the next billing period and it is credited to our bank account.

If the Licence fee is not paid, after the selected plan expires, the Seller will lose access to Selmo in the scope of the Services covered by the Licence, related to the data Services, until the Licence is reactivated. The Seller may use the Account free of charge solely for the purpose of activating a paid Licence and on the terms specified in the Terms and Conditions.

5.5. Sales documents

Upon request, we issue a VAT invoice in PDF format, available in the Seller's Account. By accepting these T&Cs, the Seller consents to this delivery format.

6. SELLER'S OBLIGATIONS

The Seller is obliged to use Selmo in accordance with its intended purpose, within the limits specified by law and good manners, and with respect for the rights and property of others. If required by applicable law, the Seller may be required to provide us with certain information regarding their use of Selmo.

It is prohibited to take any action that is contrary to these Terms and Conditions and applicable law, as well as any action that adversely affects the security of Selmo or harms Customers, us or other users.

6.1. Rules for using Selmo

When using Selmo, it is particularly prohibited to:

- a. take actions that could violate our rights or disrupt the proper functioning of Selmo,
- b. aggregating and processing data and other information available on Selmo for further use,
- c. using any data acquisition techniques, robots, viruses, worms, software bugs or other tools to collect and extract data from Selmo, attempting to interfere with, hack, destroy or limit the functions or security of Selmo,

- d. bypassing, disabling or otherwise interfering with any security technologies protecting any content, system resources, accounts or any other part of Selmo, or attempting or assisting another person in such activities,
- e. using or distributing tools designed to circumvent security measures (e.g. password guessing programs, tool cracking tools or network probing tools).

In the event of a breach of any of the above obligations, due to the fact that they threaten the safety of Selmo and Selmo users (including Sellers), we shall be entitled to immediately delete the Account. The decision in this regard shall be communicated to the Seller to the email address associated with the Seller's Account without undue delay.

6.2. The Seller's obligations related to offering Products and concluding sales agreements with Customers

Selmo Services enable the Seller to present their Products and conclude a sales agreement.

By sales agreement (**'Sales Agreement'**) we mean an agreement concluded between the Seller and the Customer using the functionality available within Selmo, the subject of which is the Product.

By offer (**'Offer'**) we mean a proposal to conclude a Sales Agreement on the terms and conditions specified by the Seller, in particular including the price and description of the Product offered, presented using and through the functionalities available within Selmo.

The Seller is obliged to:

- a. comply with applicable national and EU law, in particular:
 - provisions regarding distance contracts, the right of withdrawal from the Sales Agreements, rights arising from non-conformity of Products with the Sale Agreements, and information obligations incumbent upon the Seller in connection with offering and selling Products, particularly those stemming from Directive 2011/83/EU on consumer rights and its local implementations;
 - provisions pertaining to standard agreement terms (contract templates) and general principles for concluding and performing agreements;
 - provisions concerning **payment services**, including to the extent that Customers are to be charged for the use of payment instruments (so-called *surcharge fees*);
 - provisions prohibiting sending commercial communications without the prior consent of the Client, in particular those of Directive (EU) 2018/1972 establishing the European Electronic Communications Code and its local implementations;
 - provisions prohibiting unfair commercial practices, in particular those of Directive 2005/29/EC concerning unfair business-to-consumer commercial practices in the internal market and its local implementation;

- provisions relating to product safety, in particular Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety,
- b. comply with the internal rules and policies established by the Partner,
 - c. offer only Products authorised for sale in accordance with the applicable law,
 - d. provide the Customer with the terms and conditions governing the conclusion of Sales Agreements prior to the conclusion of the Sales Agreement, and act in accordance with the terms and conditions or information provided in the Offer,

In the event of a breach of any of the above obligations, the Seller shall be requested to provide an explanation and remedy the breach within a specified period of time, not shorter than 7 days. If the breach is not remedied, we shall be entitled, in accordance with the principles of proportionality and respect for freedom of trade, to:

- a. cancelling active License, provided that in the case of Selmo Basic or Selmo Pro, the Seller is not entitled to a refund of the fee,
- b. suspending the Account for a specified period of time, not shorter than 1 month (which will be equivalent to the loss of access to the active Licence associated with the Account for a specified period of time, without the right to a refund for the period of suspension of the Account) or
- c. deletion of the Account (which will be equivalent to the loss of access to active Licences associated with the Account, without the right to a refund, and the loss of access to data). In such a case, we will send a justification for the decision to delete the Account to the email address associated with the Seller's Account at least 30 days before the date on which the deletion of the Account becomes effective.

In the event of repeated violations of these Terms and Conditions by the Seller, we may delete the Account without the 30-day notice period referred to above. The justification for our decision will be sent to the Seller to the email address associated with the Seller's Account without undue delay.

7. SELLER CONTENT

7.1. Seller Content

Within Selmo, Sellers can create or upload various types of content, including Product descriptions, information about the Seller, message templates, product codes, sales posts, photos or short videos, which can then be shared with Customers via Selmo, Facebook or Instagram (hereinafter referred to as '**Seller Content**' or '**Content**').

The Seller may remove Content from Selmo at any time using dedicated functionalities.

For the purposes of this section, Selmo also means Selmo Apka.

7.2. Obligations regarding Seller Content

The Seller undertakes that the Content shall not constitute illegal content, violate applicable law, in particular, the Seller's Content shall not:

- a. violate the personal rights or intellectual property rights of third parties,
- b. contain or disseminate child pornography,
- c. contain terrorist content,
- d. contain vulgar content,
- e. contain discriminatory or racist content,
- f. refer to products that do not meet the requirements or are counterfeit,
- g. lead to the conclusion of a Sales Agreement in violation of consumer protection law.

8. OUR RESPONSIBILITY

We make every effort to ensure that Selmo, our Services and Selmo Apka operate in the most accurate and error-free manner possible, but we do not exclude the possibility of errors.

Except in cases of intentional fault, our liability for damages to the Seller is limited to the amount of the Licence fees paid in the last 3 months preceding the damage, in each case not exceeding EUR 400 or the equivalent amount in currency used by the Seller in its relations with us. The limitation of our liability applies to both contractual liability and liability for any non-contractual obligations, such as tort liability, to the extent permitted by mandatory provisions of law. For the avoidance of doubt, the Provider's liability to the Seller for lost benefits, profits, loss of revenue or indirect damages is excluded.

We are not liable for:

- a. non-performance or improper performance of the Sales Agreement. We are not a party to the Sales Agreement between the Seller and the Customer – we only provide the technical means for the conclusion of transactions between the above parties,
- b. the correctness of the data entered by the Seller, in particular information about the Product or the Offer,
- c. incorrect functioning of Selmo or Selmo Apka, if the Seller does not use Selmo in a proper manner, in particular if they use Selmo in a manner contrary to applicable law and the rules set out in the Agreement and these Terms and Conditions,
- d. deprivation or restriction of the user's access to Selmo or the Selmo Apka for reasons specified in these Terms and Conditions or the Selmo Apka terms and conditions, including due to maintenance, service or security reasons,
- e. software and tools used by the Seller to use Selmo, in particular the loss of data by the Seller caused by a failure of the end device, ICT system or telecommunications infrastructure used by the Seller,

- f. actions or omissions of persons acting on behalf of the Seller, in particular for Content and data posted by these persons in Selmo or provided to Customers using Selmo;
- g. actions or omissions of subcontractors to a greater extent than for their own actions,
- h. Third-Party Services, including their provision in a manner inconsistent with the terms and conditions specified by the Partner (e.g. in their terms of use) or the provisions of law,
- i. actions or omissions, decisions or other activities of the Partner taken against the Seller or the Seller's Content to the extent that it uses Third-Party Services,
- j. the inability to integrate for reasons beyond our control,
- k. actions of third parties other than Partners for which we are not responsible
- l. events caused by the Seller,
- m. unavailability of Selmo or Selmo Apka due to the effects of force majeure. Force majeure means external events of an extraordinary nature, caused by unforeseeable events that occurred after the conclusion of the Agreement and were completely beyond the control of the parties, including: natural disasters, fires, floods, explosions, acts of war, strikes, decisions of legislative and administrative authorities, or other events which, in whole or in part, objectively prevent us from performing our obligations.

9. INTELLECTUAL PROPERTY RIGHTS TO CONTENT

9.1. Selmo Content

Through Selmo, you gain access to our content, including instructional videos, informational materials, graphic elements, trademarks (hereinafter referred to as '**Selmo Content**'). Selmo Content may be subject to copyright, industrial property rights, including trademark registration rights and database rights, and as such is protected by law. Downloading or using Selmo Content available within Selmo in any way requires our prior consent and may not violate generally applicable laws.

Selmo Content may not be used for text and data mining (TDM) without prior written consent. Any activities involving the automatic processing of data for the purpose of analysing text and data, including, but not limited to, data extraction, content analysis or other forms of processing, are prohibited without express permission.

9.2. Seller Content. Seller Licences

By creating or submitting Seller Content, the Seller consents to the use of the Content and grants us a non-exclusive, royalty-free, perpetual, and worldwide licence to:

- a. use, copy, record, reproduce the Content on any medium (including digital data carriers), using any technology (including digital technology),

- b. distribute the Content, in particular display, broadcast (including online) and make it publicly available in such a way that anyone can access it at a place and time of their choosing,

for purposes related to the provision, operation, improvement and promotion of Selmo, Selmo Apka or our Services.

The Seller also grants us, on the above terms, the right to modify the Content and to dispose of and use adaptations of the Content in any form, to the extent that this is justified by the provision, maintenance, improvement and promotion of Selmo, Selmo Apka or our Services.

The licence granted shall remain in force until the Content is deleted or the Account is deleted in the manner described in these Terms and Conditions. Upon deletion, the licences shall expire, except where we are required to store or process the Content due to applicable law.

9.3. Representations and consents of the Seller

By accepting these Terms and Conditions and agreeing to the use of the Content, the Seller represents and warrants that:

- a. they have the intellectual property rights to the Seller's Content,
- b. no moral rights will be exercised in relation to the Content,
- c. they have the necessary consents for the free use of images (if the Content depicts third parties),
- d. the Content is related to the Products offered as part of its business,
- e. the Content does not infringe any rights or property of third parties, applicable law, principles of social coexistence or good manners.

Acceptance of these Terms and Conditions and consent to the use of the Content is also tantamount to consent to the free use of the image of persons depicted in the Content.

10. COMPLAINT PROCEDURE

In the event of a complaint regarding Selmo or the Services, the Seller may contact us in the following manner:

- a. by sending an email to: hello@selmo.io,
- b. by contacting the dedicated Selmo representative.

In the complaint, the Seller should specify its subject matter, in particular describe what the complaint concerns, indicate the circumstances justifying the complaint, and provide contact details for the Seller (e.g. login, contact address, contact telephone number or email address) and details identifying the Seller (ID, email address and/or telephone number of the Seller).

We may request additional information from the Seller necessary for the proper consideration of the complaint.

Complaints will be considered by us immediately, no later than within 14 days of receipt of the complaint.

11. CHANGES TO THE TERMS AND CONDITIONS

We reserve the right to unilaterally change these Terms and Conditions for important reasons in the following cases:

- a. when the change is necessary due to a change in applicable law,
- b. a court ruling, administrative decision or any other measure by a competent authority imposing obligations on us that affect Selmo, the Services or the Agreement,
- c. changes in the functioning of Selmo, in particular technical or functional changes,
- d. adaptation of Selmo to a new technical environment or to an increase in the number of users (including Sellers) or for other significant operational reasons, including to improve the performance or stability of the software,
- e. the need to increase the level of security, including in the area of personal data and privacy protection, user security and ICT security,
- f. the need to prevent abuse,
- g. the need for us to make editorial or registration changes.

The Seller shall be notified of any changes at least 15 days before the planned changes come into effect, by means of a notification sent by e-mail or a message displayed after logging into the Account. In the event of changes being announced via Selmo, the Seller accepts the proposed changes by clicking on a dedicated button available in the message (window) displayed after logging in. If the changes are not accepted, the Seller will not be able to continue using Selmo and the Services, and the Agreement will be terminated upon the planned changes coming into force.

The Seller has the right not to accept the proposed change, which will be tantamount to cancelling the Licence in accordance with the provisions of these Terms and Conditions. The Seller has the right to raise an objection (terminate the Agreement) within 15 days of being notified of the change to these Terms and Conditions by sending a statement to: hello@selmo.io,

In the event that the proposed change concerns the manner of providing the Seller's Account, raising an objection or not accepting the changes shall be tantamount to the deletion of the Account in accordance with the provisions of these Terms and Conditions.

If no objection is raised, the Seller shall be bound by the provisions of the amended Terms and Conditions.

We may amend the Terms and Conditions without observing the 15-day period referred to above, including with immediate effect, if:

- a. we are subject to a legal or regulatory obligation that requires us to change these Terms and Conditions in a way that prevents us from complying with the aforementioned 15-day notice period,

- b. we must, as an exception, change these Terms and Conditions to counter an unforeseen and immediate threat to the protection of Selmo, the Services, users against fraud, malware, spam, data breaches or other cybersecurity threats.

12. ADDITIONAL PROVISIONS

12.1. Data information

Information about our processing of data and use of cookies is contained in the *Privacy and Cookie Policy at Selmo*, available [here](#).

The Seller entrusts us, as the data processor, with the personal data of Customers who have placed an order or concluded a Sales agreement (first name, surname, email address, delivery address, telephone number), in accordance with the [Regulations on the entrustment of personal data processing in connection with the use of Selmo](#), which constitutes Appendix 1 to these Regulations.

12.2. Notifications

Unless otherwise specified, all notifications regarding Selmo or the Agreement shall be sent to the last e-mail address provided by the Seller or via messages displayed in their Account.

12.3. Governing Law & Disputes Resolution

Polish law governs all matters not covered by the Agreement. Disputes shall be resolved by the court with jurisdiction over the Provider's registered office. Any disputes arising from the Agreement or in connection with these Terms and Conditions shall be settled by the court having jurisdiction over our registered office.

12.4. Severability clause

If any provision of these Terms and Conditions is found to be unlawful, invalid or unenforceable for any reason, that provision shall not affect the validity or enforceability of the remaining provisions.

12.5. Assignment

The Seller grants us prior consent to transfer all rights or obligations arising from the concluded Agreement to a third party, provided that this is related to changes in the entity in relation to Selmo and does not affect the Seller's rights under the Agreement.

The Seller is not entitled to transfer its rights and obligations under the Agreement to third parties.