

TERMS AND CONDITIONS FOR PARTICIPATION IN THE DESIGN SERVICES SUBSCRIPTION PLAN

1. GENERAL PROVISIONS

- 1.1 This terms and conditions (hereinafter referred to as the „Contract”) set forth the rules and conditions for the provision of subscription services by Idego (hereinafter referred to as „Services” or „Design services”).
- 1.2 By clicking the accept button, the Contracting Entity confirms that they have read and accepted this Contract as well as the terms of use of the subscription and provisions regarding the processing of personal data of the Parties.
- 1.3 Design services are organized and managed by **IDEGO GROUP Sp. z o.o.**, with its registered office in Gdynia, at al. Zwycięstwa 96/98, 81-451 Gdynia, registered at the Gdańsk-Północ District Court in Gdańsk, 8th Commercial Division of the National Court Register, under KRS No. (National Court Register No.): 0000350282, having NIP No.(Tax ID No.) 5862250789, having share capital of PLN 30,000.00.
- 1.4 The subject of the Contract is to define the conditions for the provision of the Services to the Contracting Entity by Idego. Idego undertakes to provide Design services according to the needs and requirements of the Contracting Entity, as described in the service specification provided by the Client in a request submitted by Trello.
- 1.5 Design services include (but are not limited to) graphic design, website design, logo design, UI/UX design, marketing designs and other design services as required by the Contracting entity.
- 1.6 Design services don't include 3D modeling, animated graphics (e.g., GIFs), document design (e.g., medical forms), complex packaging, or extensive print designs (e.g., magazines or books).

2. OBLIGATIONS OF THE PARTIES

- 2.1 Idego declares that it possesses the knowledge, qualifications, resources, and skills necessary for the provision of services. Idego guarantees that the specialists assigned to the execution of individual Design service have the qualifications necessary for their performance.
- 2.2 Idego declares that it will provide Services diligently, conscientiously, and correctly, in accordance with the information and guidelines provided by the Contracting Entity.
- 2.3 The Contracting Entity is obligated to provide complete information necessary for the proper execution of the Contract and creation of each Design service. Idego is not responsible for situations in which the methodology or technology of the work carried out does not meet the requirements of the Contracting Entity if this is a result of the Contracting Entity's failure, incomplete, or incorrect provision of necessary information.
- 2.4 The Contracting Entity declares that it is aware that, within the execution of each Design service, Idego is not obligated to deliver a result in the form of a Design (or any other type of work) with pre-defined functionalities, and the functionalities of the delivered Design may change during the provision of services. The Contract constitute a diligent performance Contract and in no way constitute a results-based Contract.
- 2.5 The Contracting Entity declares that it is aware that the proper execution of the Contract and each Design service by Idego requires collaboration as specified in the Contract and undertakes to perform all actions of such collaboration.

3. SUBSCRIPTION PLANS

- 3.1 Pursuant to this Contract, the Contracting Entity is entitled to subscribe to one of the following subscription plans:
 - a. Standard – one Design request at a time; 1 Design proposal;
 - b. Pro – two Design requests at a time; 3 Design proposals;
- 3.2 At the beginning of each subsequent month of the subscription period, the Contracting Entity may change its subscription plan to either Standard or Pro.
- 3.3 Before the start of the subscription period, the Contracting Entity may take advantage of a free 3-day trial period. If the service is not canceled before the end of the free trial period, the Contracting Entity will automatically transition to the Standard subscription, and Idego will be entitled to issue an invoice for the first month of the subscription.
- 3.4 Pursuant to this Contract and upon payment of the applicable subscription fee, the Contracting Entity is authorized to submit an unlimited number of Design requests through Trello. The number of Design requests concurrently being worked on depends on the subscription plan held by the Contracting Entity, as per point 3.1.
- 3.5 Upon submission of a Design request by the Contracting Entity through Trello, Idego presents the Design in accordance with the respective subscription plan. After the presentation of the Design, the Contracting Entity is obligated to collaborate with Idego to achieve the desired result. In the event of no comments or objections from the Contracting Entity regarding the presented Design within 5 business days from the date of presentation, it shall be deemed fully accepted by the Contracting Entity and requiring no further amendments.
- 3.6 The Design accepted by the Contracting Entity will be available for download for 30 calendar days, after which the Design will be permanently deleted from Idego's database.
- 3.7 The subscription chosen by the Contracting Entity begins upon Idego's receipt of payment for the first month's subscription fee.
- 3.8 The term month as defined in the Contract means 30 calendar days.
- 3.9 The subscription for each month includes 30 consecutive calendar days.
- 3.10 The Contracting Entity is entitled to pause or cancel its subscription at any time.
- 3.11 To pause the subscription, the Contracting Entity notifies Idego accordingly. Upon pause of the subscription, the Contracting Entity may utilize the remaining days of service provision, previously paid for through the subscription fee, at a time of its choosing.
- 3.12 In the event of subscription cancellation, the Contracting Entity notifies Idego of this decision before the commencement of the next month of subscription. Upon receiving such notification, Idego will not issue an invoice for the subsequent month's subscription.

4. SUBSCRIPTION FEE

- 4.1 In exchange for the services provided, the Contracting Entity undertakes to pay Idego a monthly subscription fee as agreed upon in the Contract.
- 4.2 The Contracting Entity pays a monthly subscription fee to Idego according to the respective subscription plan:
 - a. Standard - 1,195.00 EUR (one thousand one hundred ninety-five euros 00/100);
 - b. Pro - 1,995.00 EUR (one thousand nine hundred ninety-five euros 00/100).
- 4.3 Payment for the first month's subscription is required prior to the commencement of services. Subsequent payments will be made in advance for each month of Service provision.
- 4.4 Payment will be made based on an invoice issued by Idego to the bank account number indicated on the aforementioned invoice. The invoice will be delivered by Idego via email, to which the Contracting Entity hereby consents.
- 4.5 The remuneration shall be paid within 7 (seven) days from the date of issuing the VAT invoice. The day of payment is considered the day the Idego account is credited. To avoid any doubt, the

Parties confirm that the Contracting Entity covers all costs associated with the money transfer of the entire remuneration.

- 4.6 In the event that the Contracting Entity fails to pay the subscription fee for a given month within the timeframe specified in point 4.5., Idego is entitled to immediately suspend the provision of Services until the Contracting Entity pays the subscription fee.

5. LIABILITY

- 5.1. The total limit of Idego's liability on any basis for non-performance or improper performance of any obligations under the Contract is 100% (one hundred percent) of the remuneration already paid to Idego under the Contract. Idego's liability for lost profits on the part of the Contracting Entity is excluded.
- 5.2. For the avoidance of doubt, the Parties confirm that due to the nature of the Contract, Idego:
- 5.2.1. does not provide warranty for the results created or transferred as a result of the services being provided;
 - 5.2.2. is not responsible for the results created or transferred as a result of the services being provided;
 - 5.2.3. is not responsible for any damages directly or indirectly caused by the results created or transferred as a result of the services being provided;
 - 5.2.4. liability under the warranty is excluded.
- 5.3. Idego is not liable for non-performance or improper performance of obligations specified in the Contract if their execution or proper performance becomes impossible or hindered – directly or indirectly – due to the occurrence of force majeure (an event beyond Idego's control, external, unforeseeable, and unpreventable by Idego, which occurred after the effective date of the Contract).

6. COPYRIGHTS

- 6.1 In the event of the creation or delivery of a work within the scope of copyright law in the performance of this Contract, Idego shall transfer ownership of the physical copy of the work created under this Contract and the economic copyrights associated with it to the Contracting Entity from the moment the work or its part is established.
- 6.2 Idego shall transfer all economic copyrights to works as mentioned in point 6.1. to the Contracting Entity in all known fields of exploitation as of the moment of establishing the Design, including, in particular:
- a. Permanent and temporary reproduction in whole or in part by any means and in any form, including reproduction during input, display, application, transmission, or storage of works, including recording and reproduction of works by any technique, including magnetic recording or digital techniques.
 - b. Translation, adaptation, alteration of arrangement, modifications, expansions, and any other changes, including the creation of changes, extensions, error corrections.
 - c. Distribution, including placing on the market, lending, or leasing of the work, as well as distributing the work in any other manner (which applies to the original and copies on which the work is recorded).
 - d. Regarding distribution in a manner other than trading the original or copies on which the work is recorded: public performance, display, playback, as well as public provision in such a way that everyone can access it at a location and time of their choice, or making such works or their copies available on a computer network.
 - e. The right to reproduce the source code, translation of its form (decompilation), including the right to permanent or temporary reproduction in whole or in part by any means and in any form, testing, as well as development (translation, adaptation, or any other changes) without any limitations.

- 6.3 The moment of the transfer of economic copyrights to the works is the moment of establishing the Design or its part.
- 6.4 In addition to the transfer of economic copyrights, Idego shall also transfer to the Contracting Entity the right to grant licenses for the exercise of dependent copyright to the Design (use and disposition of dependent rights) in all fields of exploitation specified in point 6.2.
- 6.5 The transfer of economic copyrights occurs without any limitations, including territorial or temporal limitations, and as for further transferability.
- 6.6 With the transfer of economic copyrights to the Contracting Entity, the ownership of the carrier on which the Design are recorded also passes.
- 6.7 Idego undertakes not to exercise personal copyright to works created under this Contract and not to use the right referred to in Article 2(3) of the Act on Copyright and Related Rights of February 4, 1994, with respect to the Contracting Entity and entities to which the Contracting Entity has transferred economic copyrights to such works or authorized them to use them. Idego authorizes the Contracting Entity to exercise personal copyright and rights in the scope indicated in the preceding sentence on behalf of Idego. The above does not require any additional declaration on the part of Idego for its validity.

7. FINAL PROVISIONS

- 7.1 The Contract comes into force upon the receipt of the first subscription fee into Idego's bank account.
- 7.2 Either Party may terminate the Contract without stating reasons, with a notice period of 1 month, effective at the end of the following calendar month.
- 7.3 The governing law for this Contract is Polish law. Matters not regulated by the Contract shall be subject to the relevant provisions of Polish law.
- 7.4 The Parties hereby inform that concerning the personal data of individuals providing services, as well as employees and associates of the Parties performing accounting and financial duties related to the execution of the Agreement:
 - a) Idego informs that it is the data controller in relation to the person(s) indicated above on the Idego's side,
 - b) The Contracting Entity informs that it is the data controller in relation to the person(s) indicated above on the Contracting Entity's side.
- 7.5 Personal data of individuals indicated in point 7.4. are processed on the basis of Article 6 point 1 f) of the GDPR, for the purpose related to the conclusion and execution of the Contract, as well as for the potential establishment or pursuit of claims or defense against claims - the legal basis for processing is the legitimate interest of the controller.
- 7.6 Any disputes arising from the Contract shall be resolved amicably by the Parties. In the event of the inability to amicably resolve a dispute, the competent court shall be the court having jurisdiction over Idego's registered office.
- 7.7 Amendments to the Contract require written form under the penalty of invalidity, unless the Parties use an electronic system for entering into contracts – in such a case, changes may be made through the aforementioned system.
- 7.8 The Contracting Entity is not entitled to assign, transfer, or encumber its rights or obligations arising from the Contract or seek their transfer in any other way without the prior written consent of Idego.