

# Terms & Conditions

Last update: August 30, 2023

Pursuant to these Terms and Conditions, POPIOL sp. z o.o, the company incorporated and acting under the laws of Poland, registration number: 5252818116, having its registered office at Mazowiecka 11 street/49, 00-052 Warszawa, POLAND, renders the services specified in the invoice to the Customer.

## 1. Acceptance of Terms

The Services are offered and provided subject to your acceptance of the terms and conditions contained herein and all other policies (including, without limitation, Privacy Policy, Refund Policy) and procedures that can be published from time to time by POPIOL sp. z o.o. related to the Services, which shall be incorporated herein by reference. By receiving and using the Services, you agree to the Terms and conditions herein.

## 2. Changes

We may make changes to the Terms and Conditions and/ or our policies and/ or procedures from time to time, in our sole and absolute discretion. We will notify you of any changes to the Terms and Conditions by posting the updated Terms and Conditions on the website of POPIOL sp. z o.o. (<https://ashwood.agency/>), and we will revise the "Updated" date above. It is your responsibility to review the Terms and Conditions frequently and to remain informed of any changes to them. The then-current version of the Terms and Conditions will supersede all earlier versions. You agree that your continued receipt and use of the Services after such changes have been published will constitute your acceptance of such revised Terms and policies and/ or procedures (as applicable).

## 3. Definitions

**3.1. Contractor** – POPIOL sp. z o.o, the company incorporated and acting under the laws of Poland, registration number: registration number: 5252818116, having its registered office at Mazowiecka 11 stree/ 49, 00-052 Warszawa, POLAND, rendering the Services.

**3.2. Customer** – the legal entity or natural person ordering the Services by signing an Invoice issued by the Contractor or filling in the form for payment process.

**3.3. Agreement** – the agreement between the Contractor and the Customer for the rendering of services in accordance with these Terms and Conditions and an Invoice.

**3.4. Services** – the services specified in the invoice (hereinafter the "Invoice") or upon invoicing the Customer through the paying agent.

**3.5. Party to the Agreement** – individually referred to as the Contractor or the Customer.

**3.6. Parties to the Agreement** – jointly referred to as the Contractor and the Customer.

**3.7. Business Day:** a day other than a Saturday, Sunday or public holiday in Poland, when banks in Poland are open for business.

#### **4. Procedure for the entering into force of the Agreement**

4.1. In the Terms and conditions hereunder, the Contractor undertakes an obligation to render Services according to clause 3.4. of the Terms and conditions and shall perform it subject to each Customer who applied to the Contractor for rendering Services. The publication of the text of the Terms and conditions on the website <https://ashwood.agency/> at or presenting it to the Customer in any other manner shall constitute an offer by the Contractor to the Customer to enter into the Agreement on terms and conditions, specified herein.

4.2. The Agreement shall be deemed to be entered into on acceptance of the offer by the Customer. The acceptance of the offer from the Customer side shall be deemed to be an advance payment of 100% of the value of the Services as specified in the Invoice issued by the Contractor unless otherwise agreed by the Parties in writing.

4.3. By accepting the offer, the Customer fully agrees to all the provisions of the Terms and conditions, Privacy Policy, Refund Policy without any waivers, exclusions or disclaimers.

4.4. The Terms and conditions are not required to be drawn up on paper and signed with a handwritten signature.

#### **5. Scope of the Agreement**

5.1. Use of Services and Availability. POPIOL sp. z o.o. gives a right, in its sole and absolute discretion, to use of the Services to anyone in accordance with the clause 3.2. of the Terms and conditions and for any reason based on the legal grounds.

5.2. The subject matter of the Agreement shall be the rendering of the Services that are specified in the Invoice issued by the Contractor.

5.3. The Contractor shall be entitled to engage third parties to provide the Services to the Customer.

5.4. The key points about the Services can be added to the Invoice by the Contractor.

#### **6. Rights and obligations of the Parties**

## **6.1. The Contractor is entitled to:**

6.1.1. refuse following the Customer's instructions for the rendering of Services if fulfillment thereof leads to a breach of the current legislation of Poland, or the legislation of the countries within whose territory the Services are rendered;

6.1.2. suspend or terminate the provision of Services under the Agreement where the Customer fails to fulfill its obligations thereof.

6.1.3. The Contractor may unilaterally refuse to perform the Agreement by notifying the Customer at least 10 (ten) calendar days before the date of termination of the Agreement, and at the same time reimburse the Customer for the value of the Services paid but not delivered.

## **6.2. The Contractor is obliged to:**

6.2.1. render the Services to the Customer in the extent, at the time and within the period specified in the Invoice issued by the Contractor and accepted by the Customer, subject to payment in full and subject to full compliance by the Customer with all the requirements of this Agreement;

6.2.2. ensure the confidentiality of information provided by the Customer.

## **6.3. The Customer is entitled to:**

6.3.1. demand efficient provision of the Services from the Contractor;

6.3.2. The Customer may unilaterally refuse to perform the Agreement by notifying the Contractor at least 10 (ten) calendar days before the date of termination. In the event of a unilateral refusal by a Customer (the legal entity) of the performance of the Agreement after the commencement of the performance of the Service by the Contractor, the Contractor shall deduct a fine equal to the value of the Services paid for but not rendered due to the Customer's rejection of the Agreement.

## **6.4. The Customer is obliged to:**

6.4.1. pay the Contractor for the Services as set out in the Invoice;

6.4.2. provide the Contractor with the information required for the provision of the Services at the Contractor's request;

6.4.3. avoid actions directed at disrupting the correct operation of the software and computer software of the Contractor and undermining network security;

6.4.4. ensure the confidentiality of information obtained under these Terms and Conditions or provided by the Contractor.

6.5. The Parties shall be liable for the failure to perform or improper performance of their obligations under these Terms and Conditions in accordance with the laws of Poland.

## **7. Payment for the Services**

7.1. The cost of the Services is approved by the Contractor and is based on the Contractor's costs and amounts to:

7.1.1. The agreed upon amount by the Parties via e-mail.

7.2. The payment for the Services shall be made on a 100% prepayment basis on the Invoice issued by the Contractor. The payment for the Services shall be made by non-cash bank transfer based on the payment order / by transfer of funds to the Contractor's current account online.

7.3. The Services shall be deemed to be paid for from the moment the money is received in the Contractor's account.

## **8. Disclaimer of warranties and limitation of liability**

**8.1. DISCLAIMER OF WARRANTIES.** THE SERVICES, ARE PROVIDED BY POPIOL sp. z o.o. TO YOU ON AN "AS IS," BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THE TERMS. POPIOL sp. z o.o. DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY AND/ OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND/ OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND FROM COURSE OF DEALING, ALL OF WHICH POPIOL sp. z o.o. EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, POPIOL sp. z o.o. MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS AND/ OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/ OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE AND/ OR RELIABLE; (III) POPIOL sp. z o.o. WILL BE LIABLE AND/ OR OTHERWISE RESPONSIBLE FOR ANY FAILURE AND/ OR DELAY IN UPDATING THE SERVICES AND/ OR ANY CONTENT. NO ADVICE AND/ OR INFORMATION, WHETHER ORAL AND/ OR WRITTEN, OBTAINED BY YOU FROM POPIOL sp. z o.o. AND/ OR THROUGH YOUR USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES.

**8.2. LIMITATION OF LIABILITY.** IN NO EVENT WILL POPIOL sp. z o.o., ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AND/ OR SUBCONTRACTORS BE LIABLE TO YOU AND/ OR ANYONE ELSE FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND/ OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA AND/ OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY,

STRICT LIABILITY, AND/ OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF POPIOL sp. z o.o. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE;

## **9. Indemnity and warranty**

**9.1. Indemnification.** You will defend, indemnify and hold POPIOL sp. z o.o., our subcontractors, and our respective affiliates, officers, agents, employees, representatives, and assignees harmless from all demands, proceedings, losses, costs, damages, awards, fees, expenses, and/or liabilities of any nature including without limitation reasonable attorneys' fees, that arise from and/ or relate to (i) your use of the Services and; (ii) your violation of the Terms, (iii) fraud you commit and/ or your intentional misconduct and/ or negligence (iv) your use of the Services that is in violation of any applicable data protection /privacy law. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. You agree not to settle any matter without the prior written consent of POPIOL sp. z o.o.. POPIOL sp. z o.o. will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

**9.2. Non-Sanctioned Status.** The Customer warrants that neither the Customer nor any of its executive officers, directors or any individual, entity, or organization holding any ownership interest or controlling interest in Customer is an individual, entity, or organization with whom POPIOL sp. z o.o. is prohibited from dealing by any law, regulation, or executive order, including, without limitation, names appearing on the Poland sanctions list, EU sanctions list, on the U.S. Department of the Treasury's Office of Foreign Assets Control's and Specially Designated Nationals and Blocked Persons List. Furthermore, the Customer understands that if at any time during the terms of Services, the Customer or any of its executive offices, directors or any individual, entity, or organization holding any ownership interest or controlling interest in Customer, is determined to be or for any reason becomes an individual, entity, or organization with whom POPIOL sp. z o.o. is prohibited from dealing in accordance to this clause, the Customer shall give immediate written notice to POPIOL sp. z o.o. and POPIOL sp. z o.o. shall have the right to terminate this Agreement with immediate effect, without fault or liability. If POPIOL sp. z o.o. exercises the termination right described herein, the Customer shall pay POPIOL sp. z o.o. for the Service provided prior to the effective date of the termination.

## **10. Miscellaneous**

**10.1. Entire Agreement; Conflict.** Unless otherwise agreed to by POPIOL sp. z o.o. and you in writing, the Terms and Conditions (including, without limitation, the terms and conditions set forth herein, Privacy Policy, Refund Policy, and other policies as can be described above) constitutes the entire agreement between POPIOL sp. z o.o. and you concerning the subject matter hereof.

**10.2. Governing Law.** These Terms and Conditions and any use of the Services will be governed by the laws of Poland.

**10.3. Jurisdiction.** Any claims and notices shall be sent in writing by the Parties by registered mail with notice of delivery. The Party that received the claim undertakes to review and respond to such a claim within 20 (twenty) business days of its receipt. If a claim is rejected, in whole or in part, or the submitting Party does not receive a response within the specified time for its consideration, the submitting Party may apply to the proper Courts of Poland. Each party irrevocably agrees that the

Courts of Poland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms and Conditions.

**10.4. Electronic Signatures.** Documents executed, scanned, and transmitted electronically and electronic signatures and a facsimile signature (reproduced mechanically using clichés) shall be deemed original signatures for purposes of these Terms and Conditions and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

**10.5. For communication and transmission** of documents and information with legal effect, the Contractor will use the following e-mail addresses: info@ashwood.agency. Other e-mail addresses are not permitted.

**10.6. Reference.** You agree that POPIOL sp. z o.o., its subcontractors and affiliates may reference you as our customer, and that POPIOL sp. z o.o. may reasonably use, on a royalty-free basis, your trademark and/or logo for such purpose.

**10.7. Severability.** If any part of the Terms and Conditions is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Terms and Conditions and/or any breach thereof, in any one instance, will not waive such term and/or condition or any subsequent breach thereof.

**10.8. Assignment.** You may not assign your rights under the Terms and Conditions to any third party without express prior written consent of POPIOL sp. z o.o.. POPIOL sp. z o.o. may assign its rights under the Terms and Condition to the third party. In that case, these Terms and Conditions will be binding upon and will inure to the benefit of the third party, their successors and permitted assignees.

**10.9. Force Majeure.** Except for payment obligations, neither POPIOL sp. z o.o. nor the Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include a failure by a third-party hosting provider or utility provider, shortages, riots, pandemics, fires, acts of God, war, strikes, terrorism, and governmental action, natural disasters, military actions, actions of third parties, the entry into force of laws, regulations and directives of State bodies and organizations that directly or indirectly prohibit rendering the Services, other circumstances independent of the will of the Contractor or the Customer. A Party that has defaulted on an obligation under the Terms and Conditions due to force majeure shall promptly notify the other Party. Such a Party is obliged to prove the existence of force majeure and its effect on the impossibility of proper performance of obligations under these Terms and Conditions.

**10.10. Survival.** All provisions of the Terms and Conditions by their nature should survive termination, including, without limitation, warranty disclaimers, indemnity provisions and limitations of liability.

**10.11. No Waiver.** No failure or delay on the part of either Party in exercising any power, right or remedy under these Terms and Conditions will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

## **Refund Policy**

The client may request a refund no later than 5 calendar days after a payment has been made. The company is entitled to deduct 10% service on said refund. After the 5-day period has elapsed, the payment for the services becomes non-refundable.

The refund request may be denied in the following case:

The Contractor may deny a refund request if evidence of fraud, abuse of refunds, resale of the Contractor's services or other manipulative practices. Promotions, upgrades and changes to existing plans are non-refundable.

Violation of refund process

## **Refund process**

The client should contact POPIOL sp. z o.o. team by [info@ashwood.agency](mailto:info@ashwood.agency) email with the following subject: «Refund request»

Email should be sent from The client's email (used while providing the payment);

Email should include the following information: company name, date of the payment, name off the service