SAAS TERMS AND CONDITIONS
AI 4E-Learning

§ 1. Definitions

The terms used in these Terms and Conditions shall have the following meanings:

1. **Account** – an individual user account in the Application, assigned to one, specific and identified natural person designated by the Customer (a User), enabling that person to access the Application and use its functionalities. An Account is created by the Service Provider by sending the User, to the e-mail address indicated by the Customer, a one-time activation link through which the User sets an access password. The login assigned to the Account is provided by the Service Provider and cannot be changed. The total number of Accounts available under the Agreement is specified in the Offer. The Account may not be shared or made available to persons other than the User to whom it has been assigned.
2. **Agreement** – an agreement for the provision of services by electronic means concluded between the Service Provider and the Customer, the subject of which is making the Application available during the Trial Period on the terms specified in the Offer, the Terms and Conditions and their appendices, concluded upon the Customer's confirmation of acceptance of the Offer and the Terms and Conditions by e-mail to the Service Provider, but no later than upon the Service Provider sending the first access credentials for the first User. The Agreement expires upon the end of the Trial Period.
3. **Application** – software in a test (non-production) version named ***AI4 E-Learning***, made available by the Service Provider to the Customer under the cloud-based SaaS (Software as a Service) model via the Internet, intended for creating test training materials based on non-production content provided by the Customer, including the analysis of text, graphic, audio and video materials, and the generation of scripts, tests, presentations, language versions and audio tracks. The Application constitutes a **non-production environment** made available by the Service Provider to the Customer **solely for testing and evaluation purposes for the limited period specified in the Offer as the Trial Period**. **The Application is not intended for processing the Customer's production data, including in particular it is not intended for processing personal data or the Customer's Confidential Information, or information covered by the Customer's trade secret. Use** of the Application does not require installing software on the User's end device. The Application is a specialist IT tool using artificial intelligence.
4. **Application Outputs** – any data and content generated by the Application automatically, including using statistical or machine learning methods, based on the Input Data. Application Outputs are working materials and require verification by the User before use.
5. **Confidential Information** – any technical, technological, economic, financial, commercial, legal and organisational information concerning the other Party, regardless of the form in which it is disclosed, which has not been made public and which has not been excluded from confidentiality in accordance with § 9 of these Terms and Conditions.
6. **Customer** – an entrepreneur entering into the Agreement for purposes directly related to its business or professional activity, using the Application for the internal needs of its organisation.
7. **Input Data** – (*input*) any information, data, files, texts, graphics, audio materials, video materials, parameters, commands or other materials entered, uploaded or made available in the Application by the Customer or Users for the purposes of processing, analysis or storage by the Application.
8. **Offer** – an electronic document (e.g., a PDF file or an e-mail message) sent by the Service Provider to the Customer, specifying the detailed terms of the Agreement, including in particular the duration of the Trial Period, the number of Users, the agreed Offer Limits of the Application and other terms agreed individually by the Parties**.**
9. **Offer Limits** – quantitative, functional or organisational limitations on the use of the Application, defined by the Service Provider or agreed individually with the Customer, in particular relating to the maximum number of Users and other usage parameters indicated in the Offer.

10. **Party** – means the Customer or the Service Provider, as applicable depending on the context of a given provision of the Terms and Conditions; in the plural ("Parties") it means the Customer and the Service Provider jointly.
11. **Service** – a service provided by the Service Provider to the Customer by electronic means via the Internet, consisting in providing access to the Application so that Users may use its functionalities in accordance with the Application's intended purpose, the Agreement, the Offer and the Terms and Conditions.
12. **Service Provider** – Transition Technologies MS Spółka Akcyjna, with its registered office in Warsaw at ul. Chmielna 69, 00-801 Warsaw, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS No. 0000913657, NIP: 5272728327, REGON 360679205, share capital of PLN 719,100.00 paid in full**.**
13. **Terms and Conditions** – these terms and conditions for the provision of services by electronic means.
14. **Third-Party Providers** – third parties (including their subcontractors) that supply or make available to the Service Provider solutions such as services, software, environments, cloud infrastructure, databases or resources and APIs used to provide the Service or operate the Application, in particular providers of cloud environments and infrastructure (hosting, servers, databases), language models and AI services, and other components used by and relied upon by the Application.
15. **Trial Period** – the period of access to the Application agreed individually with the Customer in the Offer, commencing when the Service Provider sends the first access credentials to the Application to the first User, during which Users receive free-of-charge access to the Application's functionalities for testing purposes, subject to the Offer Limits and any technical, organisational or Third-Party Provider-related limitations. Upon expiry of the Trial Period, access to the Application is blocked and data is deleted in accordance with § 13(5) of these Terms and Conditions.
16. **User** – a natural person authorised by the Customer to use the Application on the Customer's behalf, for whom unique access credentials (login and password) have been created, including in particular an employee, contractor or other person acting on the Customer's side, as well as the Customer conducting a sole proprietorship and using the Application personally.

§ 2. General Provisions

1. These Terms and Conditions set out the rules and conditions for using the Application under the Software as a Service (SaaS) model, as well as the conditions for providing the Service and the rights and obligations of the Parties to the Agreement, and form an integral part thereof.
2. The Terms and Conditions are made available to the Customer free of charge before the Agreement is concluded, in a manner enabling them to be downloaded, stored and reproduced.
3. These Terms and Conditions constitute the terms and conditions for the provision of services by electronic means within the meaning of Article 8 of the Act of 18 July 2002 on the provision of services by electronic means.
4. Before starting to use the Application, the Customer and each User are required to read these Terms and Conditions and the Service Provider's privacy policy (Appendix 1 to the Terms and Conditions).
5. Information provided by the Service Provider regarding the Application and the Service, in particular their descriptions, technical and user parameters, and the terms of the Trial Period, constitutes an invitation to conclude an agreement within the meaning of Article 71 of the Act of 23 April 1964 – the Civil Code, unless the Service Provider provides otherwise and submits the Offer.
6. Subject to applicable law, by concluding the Agreement the Customer represents that it has read and agrees to comply with these Terms and Conditions, and that the Terms and Conditions and any documents referred to herein were made available to the Customer prior to concluding the Agreement in electronic form in a manner allowing them to be stored and reproduced in the ordinary course of business. The Customer is required to ensure that each User using the Application on the Customer's behalf has read and complies with these Terms and Conditions.

7. Subject to applicable law, by logging into the Application for the first time, the User represents that they have read and agree to comply with these Terms and Conditions, and that the Terms and Conditions and any documents referred to herein were made available to the User prior to commencing use of the Application in electronic form in a manner allowing them to be stored and reproduced in the ordinary course of business.
8. The Application and its functionalities are intended exclusively for businesses (B2B). The Service Provider does not conclude agreements with consumers on the basis of these Terms and Conditions. If you are a consumer or a natural person concluding an agreement directly related to your business activity, but the Application will not be used by you in connection with the performance of your profession or business activity, the Service may be provided to you only on terms agreed individually.

§ 3. Types of Accounts and Users

1. Within the Application, the Service Provider makes available a **User Account:** an account or access assigned to a User. The User gains access to the Application based on access credentials provided by the Service Provider. The scope of the User's permissions may vary depending on arrangements with the Customer, and may include administrative permissions or limited access to selected Application functionalities.
2. **The Service Provider grants access to the Application manually**, in accordance with arrangements made with the Customer, in particular with respect to the number of Users, the scope of their permissions and the duration of the Trial Period.
3. The Customer must ensure that the Application access credentials are used only by authorised persons. Sharing access credentials with unauthorised persons is prohibited.
4. The Service Provider may refuse to create an Account or to grant access to a User if doing so would be contrary to the Agreement, including the Offer or these Terms and Conditions, the Offer Limits, or justified security requirements.

§ 4. Rules of Use and Technical Requirements

1. To use the Application, the following minimum technical requirements must be met:
    1) To use the Application properly, the User must have an end device with active Internet access and an up-to-date version of a modern web browser supporting, among other things, JavaScript, cookies, and audio and video playback, file downloads and standard mechanisms for rendering multimedia content**.** The recommended browser for using the Application is Google Chrome (requirements available at: https://support.google.com/chrome/a/answer/7100626?hl=en). Other technical requirements include: 4G Internet. The Service Provider reserves the right to update these technical requirements as the Application evolves technologically, which shall not constitute an amendment to these Terms and Conditions
    2) An active e-mail account is required to provide Application access credentials, communicate with the Service Provider and use the Application.
    3) The Service Provider expressly reserves that, due to the use of advanced technologies for multimedia content processing, artificial intelligence tools, content generation, translations and speech synthesis, the Application is not supported and may not work properly in outdated IT environments, including in particular Internet Explorer (all versions) and operating systems that are no longer officially supported by the manufacturer**.**
    4) The Service Provider shall not be liable for the inability to use the Application, errors in its operation or performance degradation if they result from the Customer's or User's hardware, network or software failing to meet the technical requirements referred to in this section.
2. The Customer undertakes to use the Application in accordance with its intended purpose, these Terms and Conditions, the Agreement, applicable laws and principles of fair dealing. The User

undertakes to use the Application in accordance with its intended purpose, these Terms and Conditions, applicable laws and principles of fair dealing.

3. Prohibited activities: It is forbidden for the Customer and Users to provide unlawful content, as well as to undertake any actions that may disrupt the operation, integrity or security of the Application. In particular, it is prohibited to:
    1) **Attacks and Disruptions:** attempting to breach security, scan ports, test system vulnerabilities (vulnerability scanning), or cause excessive server load (DDoS attacks, flooding);
    2) **Malware:** introducing viruses, trojans, worms, logic bombs or other code and scripts intended to damage, destroy or gain unauthorised access to data;
    3) **Automation and Scraping:** using bots, crawlers, scrapers, spiders or other automated tools to extract data from the Application or to use the Application other than via the provided interface or solutions officially made available by the Service Provider;
    4) **Reverse Engineering:** attempting to decompile, disassemble, reconstruct source code, or copy the look, layout, functions or processes of the Application in order to create a competing product or for any other purpose;
    5) **Circumventing Offer Limits:** taking technical actions intended to bypass the Offer Limits specified in the Offer, including by creating fictitious Accounts or unauthorised increases in the number of Users;
    6) **Account Sharing**: sharing Account login details with third parties or having multiple persons use a single individualised Account;
    7) **Artificial Intelligence Misuse**: using the Application's AI modules to generate spam, disinformation (so-called *deepfakes*), misleading content or unlawful content, as well as using Application Outputs to train competing machine learning models or similar systems;
    8) **Use of unauthorised data**: entering into the Application any data, materials or content to which the Customer or User does not have the required rights, consents or legal basis, as well as data that may infringe third-party rights, sensitive data, special categories of data or other materials whose processing in the Application would be contrary to law, the Agreement, these Terms and Conditions or the nature of the Service**;**
    9) **Fair Use Policy (FUP) and Infrastructure Protection:** using the Application in a manner contrary to the principle of fair and reasonable use of resources (Fair Use Policy), in particular by generating a disproportionately high infrastructure load, performing bulk or automated operations, or using the Application in a way that is inconsistent with its natural intended purpose.
4. To ensure stability and the highest quality of the Application for all Users, the Service Provider uses systemic mechanisms to protect against infrastructure overload, including traffic throttling. If the Customer's activities generate a disproportionately high load (e.g., mass, automated API requests in a short time) or use the Application in a manner inconsistent with its natural purpose (e.g., as free file storage), the Service Provider reserves the right to temporarily limit the Account's bandwidth or block it until the matter is clarified or the Trial Period ends, whichever occurs first. The Customer will be notified electronically of any security limits applied.
5. **Customer's liability for Users**: The Customer is fully liable for the acts and omissions of Users whom it has enabled to use the Application or who have been granted access to the Application, as for its own acts and omissions (pursuant to Article 474 of the Civil Code). The Customer must ensure that each User reads these Terms and Conditions and that uses the Application in accordance with the Agreement, including these Terms and Conditions and the Offer, and applicable law.
6. **Access management**:
    1) Access to the Application is granted and revoked by the Service Provider manually, in accordance with arrangements made with the Customer. The Customer is responsible for promptly informing the Service Provider of the need to revoke or change permissions for any User who has lost the right to use the Application on the Customer's behalf, whose scope of permissions should change, or where there is a risk of breaches.

2) Sharing a single Account (unique login and password) among multiple Users is prohibited. Each User should have their own unique login credentials.
3) The Service Provider reserves the right to verify how Accounts are used in order to detect cases of access sharing by unauthorised persons. If such breaches are detected, the Service Provider may suspend access to the Account or require the Customer to align use of the Application with the agreed Offer Limits.

7. **System security measures**: The Service Provider represents that it applies technical and organisational measures adequate to the level of security risk of the Service provided, in particular by encrypting data transmission using SSL/TLS and protecting the infrastructure against unauthorised access.
8. **Internet risks and security**:
    1) The Customer acknowledges that using services provided by electronic means involves risks arising from the public nature of the Internet, which cannot be completely eliminated even with the Service Provider exercising the utmost care. These risks include, in particular, the possibility of malware being present on the end devices of the Customer or Users, social engineering attacks (phishing), compromise of access credentials or disruptions in data transmission.
    2) To minimise the above risks, the Service Provider recommends that the Customer:
        a) use unique and strong passwords for the Account and change them regularly;
        b) use multi-factor authentication (MFA / 2FA) if such functionality is made available in the Application;
        c) use the Application only via trusted devices and secure networks;
        d) keep the operating system and web browser up to date.
    3) The Service Provider represents that it applies market security standards to protect the Application infrastructure and shall not be liable for damage resulting from a security breach on the Customer's or Users' side, in particular disclosure of login credentials, use of unsecured devices or networks, or malware infection of an end device.
    4) Due to the use of artificial intelligence tools in the Application, the Customer acknowledges that Application Outputs may contain errors, inaccuracies, incomplete information or content requiring additional verification. The Customer and Users are obliged to assess and verify Outputs each time before using them in any way.
9. The Service Provider reserves the right to introduce changes to the Application's functionality, update the interface and modify technical processes (Updates), provided that this does not reduce the security standard or materially limit the Application functionalities made available to the Customer in the Offer.

§ 5. Conclusion of the Agreement, Trial Period

1. **Access model:** The Service Provider makes the Application available as a free-of-charge test Trial Period, enabling the Customer to familiarise itself with the Application's functionalities and provide feedback to the Service Provider. The Service Provider does not currently offer entering into a paid agreement on the basis of these Terms and Conditions, but this may be the subject of separate arrangements between the Parties in the future**.**
2. **Registration and start of the Trial Period:** To start using the Application under the free-of-charge test Trial Period, the following conditions must be met jointly:
    1) the Customer and the Service Provider agree the terms of the Trial Period, in particular its duration and the number of Users;
    2) the Service Provider provides the Customer with an Offer specifying the Trial Period terms;
    3) the Customer reads the Terms and Conditions, the privacy policy and the personal data processing agreement (DPA) and accepts their provisions, whereby the Agreement is concluded upon the Customer's confirmation of acceptance of the Offer and these Terms and Conditions by e-mail to the Service Provider, but no later than upon the Service Provider sending the first access credentials for the first User;

4) the Service Provider provides the Customer with access credentials to the Application.

3. **Conclusion of the Trial Period Agreement**: Upon the Customer's confirmation of acceptance of the Offer and these Terms and Conditions by e-mail to the Service Provider, but no later than upon the Service Provider sending the first access credentials for the first User, an agreement for the provision of services by electronic means is concluded between the Service Provider and the Customer for the fixed term indicated in the Offer (Trial Period). The Agreement is free of charge and concerns only access to the Application in the test version during the Trial Period. The Agreement does not oblige the Customer to conclude, in the future, a paid agreement with the Service Provider for use of the production version of the AI4E-Learning software, nor does it oblige the Service Provider to make the production version available to the Customer or to conclude a paid agreement.
4. **End of the Trial Period**: The Trial Period ends upon expiry of the term indicated in the Offer and with the expiry of the Agreement, or upon termination of the Agreement in accordance with these Terms and Conditions.

§ 6. Artificial Intelligence (AI) Specifics and Technological Limitations

1. **Technology**: The Application uses artificial intelligence algorithms, including Large Language Models (LLMs) provided by third parties (e.g., Azure OpenAI, ElevenLabs)**.** The Customer acknowledges that this technology is probabilistic rather than deterministic. This means that, for the same set of Input Data**,** the Application may generate different Application Outputs at different times.
2. **Risk of Error (Hallucinations):** The Service Provider expressly reserves that, due to the nature of artificial intelligence, the Application may generate untrue, misleading, outdated or incomplete content ("AI Hallucinations"), as well as omit important information or misinterpret context, source materials or the User's instructions.
3. **No Automated Decision-Making:** The Application is solely a tool supporting the User's work. The Service Provider expressly prohibits making any key decisions, in particular legal, financial, medical, HR, organisational, training or business decisions, solely on the basis of an AI-generated output, without prior human verification.
4. **No Legal Advice:** Application Outputs do not constitute, in particular:
    1) legal advice or interpretation of laws;
    2) financial, investment, medical or tax recommendations, nor any other type of professional specialist advice;
    3) any guarantee of achieving a particular result, compliance with law, avoidance of liability or non-infringement of third-party rights by the Customer.
5. **Data Currency**: Application Outputs are generated based on Input Data entered into the Application by the User. To generate Outputs, the Application does not use external, continuously updated data sources. The Customer is advised to verify on an ongoing basis the currency and substantive correctness of the Input Data. AI model knowledge bases may have a cut-off date and may not reflect real-time events. The Service Provider shall not be liable for delays in updating the underlying AI model's knowledge or for delays, errors or omissions on the part of Third-Party Providers.
6. **Lawfulness of data**: The Customer represents that it holds all necessary copyrights, consents and legal bases (including GDPR-compliant, where applicable) to enter data, including Input Data, into the Application for AI processing.
7. **Sole Responsibility:** The Customer is solely responsible for verifying Application Outputs before using them in any manner. The Service Provider shall not be liable for any damage resulting from reliance on incorrect, incomplete or outdated AI-generated outputs.

§ 7. Service Provider's and Customers Liability

1. **General rule:** The Service Provider undertakes to provide the Services with due care required in professional trade for test (non-production) applications.

2. **Limitation of the Service Provider's liability**:
    1) the Service Provider's liability under statutory warranty for defects (pursuant to Article 558 § 1 of the Civil Code) is fully excluded;
    2) the total, aggregate liability of the Service Provider for damages on any basis is limited to the amount of **PLN 5,000.00 (in words: five thousand zlotys 00/100);**
    3) the Service Provider shall not be liable for the Customer's lost profits (lucrum cessans), indirect damages, or loss of data;
    4) the above limitations in item 2 sub-items (1) to (3) do not apply to damage caused by the Service Provider intentionally.
3. **Force majeure, AI and downtime**: To the maximum extent permitted by applicable law, the Service Provider shall not be liable for disruptions in the operation of the Application and for:
    1) acts or omissions of Third-Party Providers, as well as the proper functioning of solutions supplied or made available by them, including the Service Provider's lack of liability and lack of guarantee as to availability, security, correct operation, continuity, quality or functionality of such solutions;
    2) events of force majeure, which the Parties understand in particular as external, extraordinary events that cannot be prevented with due care, such as: natural disasters, war, riots, acts of terror, physical sabotage of infrastructure, decisions of public authorities (e.g., orders to shut down infrastructure, embargoes, termination of telecommunications services, bans on using certain technologies), failures of critical infrastructure (e.g., power blackout or telecommunications network failure), extraordinary external cyber incidents, or failure of a global infrastructure provider;
    3) the effects of necessary and planned technical, service or maintenance work in the Application;
    4) causes attributable solely to the Customer or a User (e.g., lack of an adequate Internet connection, hardware failures, configuration errors in the Customer's IT environment, including network blocks such as firewall or VPN, outdated versions of web browsers, lack of operating system updates on end devices, or improper configuration of solutions used by the Customer);
    5) unauthorised access to the Account caused by negligence of the Customer or Users, in particular disclosure of login credentials to third parties or failure to use strong authentication mechanisms (e.g., MFA) where such mechanisms have been made available in the Application.
4. **AI Output specifics**: To the maximum extent permitted by applicable law, the Service Provider shall not be liable for errors, inaccuracies, incompleteness or hallucinations in Application Outputs generated by the integrated AI algorithms. The Customer bears sole responsibility for any decisions, including business, training or organisational decisions, made on the basis of such Outputs without adequate human verification.
5. **Indemnity**: The Customer undertakes to defend, indemnify and hold harmless the Service Provider from and against any and all:
    1) liability towards third parties, including Users, authorities and institutions, arising directly or indirectly from the Customer's breach of law, including in particular the GDPR and third-party intellectual property rights, in connection with the use of the Application,
    2) claims brought by Users or other third parties arising out of or in connection with the use of the Application by the Customer or Users, unless the damage was caused by the Service Provider intentionally.
6. **No third-party rights:** The Terms and Conditions and the Agreement do not grant any rights to third parties. No provision of the Terms and Conditions or the Agreement shall be construed as recognising any third party as a beneficiary of the Agreement or as granting any third party the right to assert or pursue any claims against the Service Provider.
7. **User acting on behalf of the Customer:** The User uses the Application solely on behalf of and for the benefit of the Customer, and any and all legal consequences of the User's acts or omissions shall

be borne exclusively by the Customer. Any claims related to the use of the Application may be asserted by Users exclusively against the Customer.

8. **Exclusion of liability towards third parties:** To the maximum extent permitted by applicable law, the Service Provider shall not be liable towards any third parties, including Users, for any damage arising in connection with the use of the Application by the Customer or Users.

§ 8. Technical Support, Warranty and Feedback

1. **No SLA:** During the Trial Period, the Service Provider does not guarantee that the Application will be available at any specific percentage level (SLA), nor does it provide any compensation for downtime, functional limitations or performance degradation of the Application.
2. **Artificial Intelligence specifics**: The Customer acknowledges that AI-based analytical operations (e.g., OCR, summary generation, material analysis, translations, content generation or audio track generation) are processed asynchronously and may take from several to several dozen seconds.
3. **Contact in case of technical issues**: In the event of issues with Application availability, errors in its operation or other technical difficulties, the Customer should contact the Service Provider by e-mail at: AI4elearning@ttms.pl. The Service Provider will take reasonable steps to verify the report and remedy the issue, taking into account the nature of the report, technical capabilities and the current stage of the Application's development.
4. **Service Windows**: The Service Provider ensures the ongoing development and security of the Application, which may require maintenance work. The Application may be subject to:
    1) planned maintenance work, carried out, where possible, during periods of the lowest traffic;
    2) urgent updates relating to important fixes or security;
    3) emergency work, implemented without delay in the event of a failure, critical security vulnerabilities or other significant threats to the Application's operation.
5. **Feedback:** The Customer declares that during the Trial Period or within a few days after the Trial Period ends, the Customer or its Users will provide the Service Provider with feedback regarding the Application, in particular as to its functionality, usefulness, the quality of the Application Outputs, and any technical or organisational issues identified during testing. Feedback may be provided by the Customer via e-mail or in another form agreed by the Parties. To the extent that the Feedback constitutes a work within the meaning of copyright law, the Customer, also acting in the name and on behalf of the Users, grants the Service Provider a non-exclusive, royalty-free, irrevocable licence for a period of 5 years from the end of the Trial Period, without territorial limitations (worldwide), in the following fields of exploitation: fixing and reproducing by any technique, storing in computer memory, marketing, lending and renting, making available to the public online in a way that anyone may access it at a place and time of their choosing, broadcasting and rebroadcasting, modifying, creating adaptations and derivative works and incorporating into other works, as well as exercising derivative rights to the Feedback and authorising the exercise of such rights— in particular for the purpose of developing, testing, improving, maintaining, offering and commercialising the Application and its subsequent versions, including the production version, and related services and internal documentation. The licence includes the right to grant sublicences to the Service Provider's subcontractors involved in the Application's development. Providing Feedback does not result in any transfer of rights to the Customer's data or other materials provided in connection with use of the Application.

    The Customer represents that it is duly authorised to act on behalf of the Users for the purpose of granting this licence.

§ 9. Confidentiality

1. Each Party undertakes to keep strictly confidential the other Party's Confidential Information obtained in connection with the conclusion and performance of the Agreement, regardless of the form in which it is disclosed.
2. Confidential Information does not include information that:

1) was publicly known at the time of disclosure or becomes publicly known without breach of this provision;
2) was already known to the receiving Party before disclosure, as the receiving Party can demonstrate;
3) was disclosed to the receiving Party by a third party authorised to disclose it;
4) was developed independently by the Party without using the other Party's Confidential Information;
5) must be disclosed under mandatory provisions of law, a final court judgment or a decision of a competent authority—provided that the Party required to disclose promptly informs the other Party thereof in documentary form (to the extent legally permissible) and discloses only the minimum scope of Confidential Information required by the relevant law, judgment or decision;
6) was entered by the Customer into the Application contrary to the prohibition set out in the Terms and Conditions—in such scope the Service Provider shall not be liable for any breach of confidentiality of such information, and any disclosure or loss shall be borne solely by the Customer.

3. **The Customer** undertakes to ensure that every **User** (e.g., an employee or contractor) who is granted access to an Account in the Application is bound by strict confidentiality obligations.
4. The Parties undertake not to use Confidential Information for purposes other than proper performance of the Agreement. The Parties shall not disclose, copy or reproduce Confidential Information for the benefit of any third party without the other Party's prior written consent.
5. The obligation to maintain the confidentiality of Confidential Information applies throughout the term of the Agreement and for 3 (three) years from its expiry or termination for any reason. After that period, the Parties remain obliged to keep confidential any Confidential Information that constitutes a trade secret within the meaning of Article 11(2) of the Act of 16 April 1993 on Combating Unfair Competition, for as long as such information retains the status of a trade secret.
If the Parties enter into a separate non-disclosure agreement (NDA) in connection with the Agreement, its provisions shall prevail over this section to the extent governed thereby, unless such NDA provides otherwise.

§ 10. Personal Data, Subcontractors

1. **Compliance with law:** The Parties represent that they process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR") and other applicable provisions.
2. **Data categories:**
   1) **Customer Data**: personal data processed in the Application in connection with use of the Service, in particular personal data included in Input Data and Application Outputs, to the extent they contain personal data.
   2) **Account Data**: identification and contact data of persons acting on the Customer's side (e.g., account administrators, contact persons, Users' login data), and data necessary to conclude and perform the Agreement.
   3) **Operational Data**: data related to the operation and security of the Service, including logs, identifiers, events, diagnostic data, information on incidents and misuse, to the extent such data may constitute personal data.
3. **Roles of the Parties:**
   1) **Customer as controller of Customer Data**: The Customer is the controller of Customer Data within the meaning of Article 4(7) GDPR.
   2) **Service Provider as processor of Customer Data:** With respect to Customer Data, the Service Provider acts as a processor and processes Customer Data solely on the Customer's documented instructions and solely for the purpose of providing the Service, including hosting, storage, backups, data restoration, ensuring business continuity, troubleshooting

and technical support, in accordance with the personal data processing agreement (DPA) concluded with the Customer.

3) **Service Provider as controller of Account Data and Operational Data:** The Service Provider is the controller of personal data processed in connection with:
    a) creating and maintaining the Account, concluding and performing the Agreement and settlements (Account Data);
    b) ensuring the security, integrity and accountability of the Service, preventing misuse and handling incidents (Operational Data);
    c) handling reports and communication regarding the Service, to the extent such data is processed for the Service Provider's own operational purposes (e.g., correspondence archiving).

4. **Customer obligations as controller of Customer Data:** The Customer is responsible for:
    1) having a legal basis to enter Customer Data into the Application and to use it further;
    2) fulfilling information obligations towards data subjects in accordance with Articles 12–14 GDPR (depending on the manner in which the data was obtained and the purpose of processing);
    3) ensuring that the scope of Customer Data transferred to the Application is adequate for the purpose and complies with the data minimisation principle;
    4) enabling the exercise of data subjects' rights to the extent applicable to Customer Data (taking into account the Service Provider's support obligations under the personal data processing agreement concluded with the Customer).
5. **Personal data processing agreement:** Upon conclusion of the Agreement, the Customer enters into a personal data processing agreement with the Service Provider with the content set out in Appendix 2 to the Terms and Conditions, which forms an integral part of the Agreement.
6. **Exchange of business contact data of the Parties' representatives:** The Parties provide each other with the business contact data of their representatives (legal representatives, proxies, designated contact persons and persons authorised to perform the Agreement), in particular: first name, last name, e-mail address, phone number and job title.
7. **Controllers of the Parties' representatives' data:** Each Party is the controller of the personal data referred to in sec.6 above to the extent it receives such data from the other Party and processes it in connection with the conclusion and performance of the Agreement, including for communication, organising cooperation, ensuring accountability and security, and establishing, pursuing or defending against claims.
8. **Data subjects' rights and contact:** Data subjects whose personal data is processed by a given Party as controller have the rights provided for by the GDPR, including in particular the right of access to data, rectification, restriction of processing, objection, and the right to lodge a complaint with the President of the Personal Data Protection Office (UODO). Requests may be submitted using the contact details indicated in the relevant controller's privacy policy.
9. **Privacy policy:** Detailed information on the processing of personal data by the Service Provider, to the extent it acts as controller, is provided in the Service Provider's privacy policy attached to these Terms and Conditions.
10. **Supporting materials:** The Service Provider may provide the Customer with sample information clauses or other template communications. The Customer is responsible for using them and adapting them to its own processes.
11. **Third-party claims:** If a third party asserts claims against the Service Provider arising from the Customer entering Customer Data into the Application or from the content of information addressed by the Customer to data subjects, the Customer undertakes to cooperate in the Service Provider's defence and to cover justified damages and costs incurred by the Service Provider, to the extent such claims arise from a breach of law or the Agreement on the Customer's side. This provision does not limit the Service Provider's liability for breaches attributable to the Service Provider.

§ 11. Intellectual Property and Licence

1. **Service Provider rights**: All intellectual property rights to the Application, including economic copyrights to the source code, interface (UI/UX), algorithms, system prompts and logos, belong exclusively to the Service Provider or its licensors. The Agreement does not transfer any economic copyrights to the Customer. Due to the cloud-based SaaS model of providing the Service, the Service Provider does not grant a classic copyright software licence (no reproduction of code occurs). Instead, the Service Provider grants the Customer a royalty-free, non-exclusive, non-transferable right, limited to the Trial Period, to access and use the Application's functionalities via the web interface solely for the Customer's internal purposes, in accordance with the Application's technical purpose and the terms set out in the Offer and these Terms and Conditions.
2. **Right to process Input Data (licence to the Service Provider)**: Upon entering **Input Data** into the Application, the Customer represents that it is duly authorised to do so and grants the Service Provider—within the scope of the Customer's economic copyrights or obtained licences—a non-exclusive, royalty-free, worldwide licence (or, as applicable, a sublicence) to use such Input Data to the extent necessary to provide the Service. This includes the right to:
    1) save, reproduce and store Input Data on cloud servers;
    2) process Input Data using artificial intelligence (AI) tools to generate Application Outputs, including: analysing materials, generating scripts, tests, presentations, language versions and voice-over audio tracks;
    3) create adaptations (exercise derivative rights) of Input Data, in particular through translation, adaptation, transformation, summarisation, structuring, combining, changing structure, changing format, preparing training, presentation or voice-over versions, and other actions necessary to provide the Service and generate Application Outputs.
3. **Customer representation and warranty**: The Customer warrants that it holds all rights, consents (including under the GDPR, where applicable) or licences required for all Input Data entered into the Application. If any third party asserts claims for infringement of copyright, personal rights or privacy, the Customer undertakes to indemnify the Service Provider against any liability and to cover the costs of legal defence.
4. **Status and non-exclusivity of AI-generated Application Outputs**: Given the nature of AI, the Customer acknowledges that materials generated wholly or partly automatically (e.g., texts, tests, presentations, translations, audio tracks) may not constitute a copyright-protected work under the Act of 4 February 1994 on Copyright and Related Rights. The Customer may use such Application Outputs in its own business, however it does not acquire exclusive rights to them. The Service Provider does not grant the Customer any exclusive rights to Application Outputs and does not guarantee their uniqueness.
5. **Protecting Input Data from AI training (Opt-Out)**:
    1) To the extent the Service Provider uses Third-Party Provider's solutions to provide the Service, the terms of service, privacy policies and other documents of such entities shall apply.
    2) If the terms of service of a given Third-Party Provider allow this and to the extent permitted thereunder (i.e., the Third-Party Provider offers such functionality) and remains within the Service Provider's contractual or organisational control, the Service Provider shall take reasonable steps to ensure that Input Data entered by the Customer into the Application is not used by Third-Party Providers to train artificial intelligence models (opt-out), except where:
    a) it is necessary to provide the Service ordered by the Customer,
    b) such obligation arises from mandatory provisions of law, a final court judgment or a binding request of a competent authority, or
    c) the Customer has given separate, explicit consent in advance.
    3) However, the Service Provider shall not be liable, including for damages, for breaches committed by Third-Party Providers or for their acts or omissions if, despite the Service Provider taking the steps referred to above, a Third-Party Provider uses Input Data for

training, developing or improving its own models or services in breach of opt-out settings, contractual arrangements or declared cooperation rules.

4) The Service Provider does not use Input Data or Application Outputs to train AI models.

6. **Limitations**: in particular, it is prohibited to:
    1) copy, modify or create derivative works of the Application or its structure;
    2) attempt reverse engineering, decompilation or otherwise obtain the Application's source code;
    3) circumvent technological safeguards and query limits;
    4) use the interface or generated Application Outputs to create, train or fine-tune competing artificial intelligence models;
    5) enter prompts or other instructions that breach the acceptable use policies (AUP) of Third-Party Providers, including AI models, in particular those leading to generation of illegal content or hate content.
7. **Statistical Data**: The Service Provider reserves the right to use fully anonymised and aggregated usage data to analyse traffic, create statistics and improve the Application.

§ 12. Acceptable Use Rules and Procedure for Reporting Illegal Content (DSA)

1. **Responsibility for content:** The Customer and Users bear sole responsibility for all Input Data and Application Outputs. Uploading Input Data into the Application is tantamount to a representation that the Customer holds full rights to such data and that it does not infringe any third-party rights.
2. **Catalogue of illegal content:** It is strictly prohibited to upload Input Data to the Application or generate Application Outputs that are contrary to generally applicable law, including in particular content that:
    1) infringes intellectual property rights, patents, trademarks or trade secrets;
    2) infringes personal rights, the right to privacy or the image rights of other persons;
    3) incites hatred or violence, promotes racism or discrimination, or constitutes criminal threats;
    4) promotes totalitarian systems, pornography, or the exploitation of minors;
    5) is used for fraud (e.g., phishing), money laundering or distribution of malware.
3. **Catalogue of content non-compliant with these Terms and Conditions:** The Service Provider also prohibits uploading Input Data to the Application or generating Application Outputs that violate the Application's business purpose or the principles of social coexistence, including in particular content that:
    1) promotes products or services that directly compete with the Service Provider;
    2) is generated in an automated manner (bot activity) to manipulate the Application's operation;
    3) constitutes the Customer's Confidential Information or personal data.
4. **DSA contact point:** Pursuant to Regulation (EU) 2022/2065 (Digital Services Act – DSA), the Service Provider designates the following contact point for direct communication with supervisory authorities, Users and Customer: AI4elearning@ttms.pl. Communication is conducted in Polish or English.
5. **Mechanism for reporting violations:**
    1) Any person or entity may notify the Service Provider of information present in the Application that it considers illegal content (section 2) or content non-compliant with these Terms and Conditions (section 3). Reports should be sent to the contact point e-mail address.
    2) A proper report should include:
        a) a reasoned explanation of the grounds for the report;
        b) a clear indication of the electronic location (exact URL or file identifier);
        c) the reporter's name/company name and e-mail address (except for reports concerning offences referred to in Directive 2011/93/EU);

d) a statement confirming the reporter's good-faith belief that the allegations are accurate.

6. **Consequences of breach and statement of reasons:**
    1) If it is determined (including based on a report) that content breaches section 2 or 3 above, the Service Provider has the right to impose sanctions, including: removing or blocking such content, temporarily suspending an Account or permanently deleting it (immediate termination the Agreement for reasons attributable to the Customer).
    2) The Service Provider provides the affected recipients of the Service with a clear statement of reasons for the sanction imposed, containing the information required under Article 17(3) of the DSA, including: the type of restriction, the facts and circumstances underlying the decision (including information on the use of automated tools), the legal/contractual basis (the specific provision of these Terms and Conditions) and information on available internal complaint options.
7. **Misuse of reporting mechanisms:** The Service Provider reserves the right, for a reasonable period and after a prior warning, to suspend the ability to submit reports by persons or entities that frequently submit manifestly unfounded reports, as well as to suspend the handling of complaints by persons who frequently submit unfounded complaints.

§ 13. Termination of the Agreement, Data Act Information Obligations and Changes to the Terms and Conditions

1. **Term and resignation:** The term of the Agreement and the rules for ending the Trial Period are set out in § 5 of the Terms and Conditions. The Agreement expires upon the end of the Trial Period indicated in the Offer, unless the Parties decide otherwise at least in documentary form. The Customer may also resign from further use of the Application before the Trial Period ends by notifying the Service Provider electronically.
2. The Customer may instruct the Service Provider, in a clear and unambiguous manner, to delete the Account and terminate the Agreement by sending such instruction to the Service Provider's e-mail address. Deletion of the Account at the Customer's request is tantamount to termination of the Agreement by the Service Provider.
3. **Termination by the Service Provider**:
    1) subject to section 5 below, the Service Provider has the right to terminate the Agreement with immediate effect and block access to the Application in the event of a breach of the Agreement, the Terms and Conditions (including the rules of using the Application) by the Customer or a User;
    2) Before terminating the Agreement, the Service Provider may, at its discretion and taking into account the nature of the breach, request the Customer to remedy the breach within an appropriate time limit, or block access to the Application immediately if this is necessary for the security of the Application, protection of third-party rights or compliance with law.
    3) subject to section 5 below, upon the Customer's request referred to in section 2 above, the Service Provider will terminate the Agreement without undue delay and block access to the Application.
4. **Pre-contractual information pursuant to Article 31(2) and (3) of the Data Act:** The Service Provider hereby informs the Customer that, pursuant to Article 31(2) of Regulation (EU) 2023/2854 (Data Act), no obligations under Chapter VI of the Data Act apply to the Application, including in particular the obligations related to switching between data processing services (Articles 23–31 of the Data Act). This information is provided prior to concluding the agreement for making the Application available, pursuant to Article 31(3) of the Data Act.
5. Upon termination or expiry of the Agreement for any reason, the Customer loses the right to use the Application's functionalities. Unless the Parties agree otherwise, upon the end of the Trial Period access to the Application is blocked and Input Data and Application Outputs are deleted without undue delay, which prevents them from being downloaded. The Service Provider deletes

the Application access data, including the User's login and password, subject to data that the Service Provider is required to retain under mandatory provisions of law.

6. **Changes to the Terms and Conditions and termination of the Agreement**:
    1) The Service Provider reserves the right to amend these Terms and Conditions for the following important reasons:
        a) a change in law or the issuance of judgments or decisions of public authorities requiring an amendment to the Terms and Conditions;
        b) a change in the Application's functionality (implementation of new features or withdrawal of outdated ones);
        c) improving the security of the Application and preventing misuse;
        d) a change of the Service Provider's registration, address or contact details;
        e) the need to correct typographical errors, linguistic errors or clarify provisions of the Terms and Conditions in order to remove interpretative doubts;
        f) technical changes in the processes of handling the Account or using the Application.
    2) The Service Provider will inform the Customer electronically about the planned amendment to the Terms and Conditions at least 5 days before the new version enters into force, unless a shorter period is necessary due to mandatory provisions of law or the need to promptly remove a security threat.
    3) If the Customer does not accept the amendments, it has the right to resign from further use of the Application before the date on which the new Terms and Conditions enter into force. Non-acceptance of the changes results in termination of the Agreement and ending the use of the Application no later than on the date the new Terms and Conditions enter into force.
    4) If the Customer does not submit a resignation statement before the effective date of the amended Terms and Conditions, this shall be deemed acceptance of the new Terms and Conditions, which become binding on the Customer from the indicated date.

§ 14. Final Provisions

1. **Governing law:** These Terms and Conditions and the Agreement, including the Offer, are governed by Polish law, excluding conflict-of-law rules that could lead to the application of the laws of another country, and excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), as well as any other rules or provisions of law that could regulate the issue of the law applicable to the Agreement, including these Terms and Conditions, differently from the arrangements set out herein. In matters not governed by the Agreement, Polish law applies, in particular the Act of 23 April 1964 – the Civil Code and the Act of 18 July 2002 on the provision of services by electronic means.
2. **Jurisdiction**: Any disputes arising out of or in connection with the Agreement, including regarding its conclusion, validity, performance or termination, the Parties will first seek to resolve amicably within 30 days from the date one Party notifies the other Party of the dispute in documentary form. If no agreement is reached within that period, the dispute shall be submitted to the exclusive jurisdiction of the court having jurisdiction over the capital city of Warsaw, Poland. The Parties accept the exclusive jurisdiction of Polish courts and exclude the jurisdiction of any other courts that could otherwise apply under law, including Regulation (EU) No 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast).
3. **Jurisdiction - Customers with a registered office in the United Kingdom of Great Britain and Northern Ireland:** With respect to Customers having their registered office in the United Kingdom of Great Britain and Northern Ireland, the Parties mutually submit any disputes to the exclusive jurisdiction of Polish courts seated in Warsaw and waive any right to challenge such jurisdiction, including under the doctrine of forum non conveniens or on any other legal basis.

4. **Contacting the Service Provider**: The Customer may contact the Service Provider in all matters relating to the Service using the following contact details:
    1) Registered office address: Transition Technologies MS Spółka Akcyjna, ul. Chmielna 69, 00-801 Warsaw, Poland;
    2) E-mail address: **AI4elearning@ttms.pl**.
5. **Severability**: If any provision of these Terms and Conditions is found invalid or ineffective, this does not affect the validity of the remaining provisions. The Parties shall replace the invalid provision with one that is lawful and best reflects the economic purpose of the replaced provision.
6. **No assignment or transfer**: The Customer may not transfer rights and obligations under the Agreement to a third party without the Service Provider's written consent. The Service Provider is entitled to transfer its rights and obligations under the Agreement to an affiliate or legal successor (e.g., in the event of a sale of the enterprise)**.**
7. **Appendices:** The following appendices to the Terms and Conditions form an integral part thereof:
    1) Appendix No. 1 – the Service Provider's Privacy Policy,
    2) Appendix No. 2 – Personal Data Processing Agreement (DPA).
8. **Effective date**: These Terms and Conditions enter into force on **21 April 2026**.