

## TERMS AND CONDITIONS OF THE LULA.CLEANING PLATFORM

### § 1.

#### General Provisions

1. These Terms and Conditions (hereinafter referred to as the “**Terms**”) set out the rules and conditions governing the use of the „Lula.Cleaning” platform, available at <https://app.lula.cleaning/> (hereinafter referred to as the “**Platform**”) as well as the provision of services by the Service Provider.
2. These Terms constitute the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on the Provision of Electronic Services (hereinafter referred to as the “**Act on the Provision of Electronic Services**”).
3. The owner of the Platform is Lula Solutions Spółka z ograniczoną odpowiedzialnością, with its registered office in Lublin (registered address: Lula Solutions Sp. z o.o. ul. Kowalska 5/203 20-115 Lublin), entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court Lublin-West in Lublin adres: ul. Boczna Lubomelskiej 13, 20-070 Lublin, under number KRS [registration number] 0000977968, holding NIP [tax identification number] 7011093598, REGON [statistical number] 522355756, with a share capital of PLN 5,000 (hereinafter referred to as the “**Service Provider**”).
4. The Service Provider may be contacted by:
  - 1) email – at: support A T lula . cleaning;
  - 2) postal correspondence – at: ul. Kowalska 5/203 20-115 Lublin;
  - 3) telephone – at: +48 604 99 86 22.
5. Pursuant to **Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC** (the “**Digital Services Act**” or “**DSA**”), the Service Provider has designated a single point of contact for direct communication with the competent authorities of EU Member States, the European Commission, the Digital Services Board, and the users of the Application in matters falling within the scope of the DSA. The contact point is available at: support A T lula . cleaning.
6. The information made available on the Platform concerning the services provided by the Service Provider — including, in particular, their descriptions, technical and functional specifications, and prices — shall constitute an invitation to treat within the meaning of Article 71 of the Polish Civil Code of 23 April 1964 (hereinafter referred to as the “**Civil Code**”).
7. Prior to using the Platform, the Client is required to familiarise themselves with these Terms and the Privacy Policy.

### § 2.

#### Definitions

The following terms, when capitalised, shall have the meanings set out below:

- 1) **Price List** – a document or information specifying the current prices of the Service Packages;
- 2) **Property Management Company** – a Client engaged in property management or property rental management, who has entered into, or has undertaken steps to enter into, an Account Service Agreement with the Service Provider;
- 3) **Cleaning Company** – a Client who has entered into, or has undertaken steps to enter into, an Account Service Agreement with the Service Provider;
- 4) **Guest** – a tenant who gains access to the Platform via the Property Management Company or the Cleaning Company, within the scope of the Service Package used by them;

- 5) **Client** – the Property Management Company or the Cleaning Company, being an Entrepreneur, an Entrepreneur with Consumer Rights, or a Consumer;
- 6) **Civil Code** - the term defined in § 1(6) of these Terms;
- 7) **Client's User** – an employee or associate of the Client who coordinates the use of the Services and gains access to the Platform through the Client, within the scope of the Service Package used by the Client. The Client's User uses the Platform within the role and permissions assigned to them by the Client;
- 8) **Handyman** – an employee or associate of the Client who performs repairs in rented properties on the Client's behalf. The Handyman uses the Platform within the role and permissions assigned to them by the Client;
- 9) **Consumer** - a natural person who enters into a legal transaction with the Service Provider which is not directly connected with their business or professional activity;
- 10) **Account** - means the Client's panel created within the Platform's IT system, enabling the Client to use its functionalities;
- 11) **Licence** - the term defined in § 9(7) of these Terms;
- 12) **Property** - means each cleaning unit defined within the Account, including, by way of example, an apartment, flat, room (e.g. hotel room), house, caravan, or any other location such as, for instance, a staircase or kitchen, which is subject to cleaning.
- 13) **Non-Conformity** – means any lack of conformity of the Platform-Use Service with the agreement relating thereto;
- 14) **Review** – means a Client's opinion concerning the Account Service or the Platform-use Service, including a description of the Client's experiences in connection with the use of such services;
- 15) **Housekeeping Team Member** – means an employee or associate of the Property Management Company or the Cleaning Company who performs Cleaning Services on its behalf. The Housekeeping Team Member uses the Platform within the role and permissions assigned to them by the Client;
- 16) **Package** – means a set of Platform-use Services specified in the Price List, which may be purchased by the Client;
- 17) **Privacy Policy** - means the document containing information on the processing of Clients' personal data by the Service Provider;
- 18) **Digital Service Item** – means the Account Service or the Platform-use Service;
- 19) **Entrepreneur** - means a natural person, legal person, or organisational unit without legal personality that has legal capacity under specific provisions, conducting business or professional activity in their own name;
- 20) **Entrepreneur with Consumer Rights** - means a natural person conducting business or professional activity in their own name who has entered into an Agreement with the Service Provider directly connected with that activity, provided that the Agreement is not of a professional nature for that person, in particular in view of the subject of their business activity;
- 21) **Terms** - the term defined in § 1(1) of these Terms;
- 22) **Personal Data Processing Entrustment Policy** – means the policy setting out the rules and conditions under which the Property Management Company or the Cleaning Company (acting as a data controller) entrusts the Service Provider (acting as a data processor) with the processing of personal data recorded by the Property Management Company or the Cleaning Company within the Account;
- 23) **User Content** – means any information or files created or uploaded by the User on the Platform;
- 24) **Agreement** – means the Account Service Agreement or the Platform-use Service Agreement;

- 25) **Account Service Agreement** – means an agreement under which the Service Provider undertakes, for a fee, to provide the Client with the Account Service for an indefinite period, and the Client undertakes to provide the Service Provider with their data, including personal data;
- 26) **Platform-Use Service Agreement** – means an agreement under which the Service Provider undertakes, for a fee, to provide the Client with the Platform-Use Service;
- 27) **Cleaning Agreement** – means an agreement concluded between the Property Management Company and the Cleaning Company, under which the Cleaning Company undertakes to perform, for the benefit of the Property Management Company, an agreed scope of cleaning, maintenance, and property upkeep works. The Platform also enables the management of cleaning and maintenance activities within the internal operations of the Property Management Company or those of its clients;
- 28) **Account Service** – means a digital service consisting in the creation and maintenance by the Service Provider of an Account for the Client;
- 29) **Platform-Use Service** – means a digital service provided by the Service Provider to enable the Client to use the functionalities of the Platform for the purpose of carrying out activities related to the Cleaning Agreement or other commissioned tasks;
- 30) **Service Provider** – the term defined in §1(3) of these Terms;
- 31) **Consumer Rights Act** - means the Act of 30 May 2014 on Consumer Rights;
- 32) **Act on the Provision of Electronic Services** - the term defined in §1(2) of these Terms;
- 33) **User** – means a Client, Manager, Housekeeping Team Member, Handyman, Guest, or any other person having access to the Platform;

### **§ 3.**

#### **Technical Requirements**

1. For the proper use by Clients of the services provided by the Service Provider through the Platform, it is necessary that all of the following requirements are met:
  - 1) an active connection to the Internet;
  - 2) devices that enable access to and use of Internet resources;
  - 3) an up-to-date and properly configured version of a web browser: Chrome on devices using the Android operating system and on desktop devices, Safari on Apple mobile devices, and Chrome on Apple desktop devices;
  - 4) use of a web browser that allows the display on the device screen of hypertext documents linked on the Internet through the World Wide Web service, supports the JavaScript programming language, and accepts cookies;
  - 5) software enabling the correct display of images in JPG, GIF, PNG, or WEBP format;
  - 6) an active email account, depending on the role assigned to the User.
2. Within the Platform, Users are prohibited from using viruses, bots, worms or any other computer codes, files or programs (in particular scripts or applications automating processes, or other codes, files, or tools).
3. The Service Provider hereby informs that it applies cryptographic protection to electronic transmissions and digital content by means of appropriate logical, organisational and technical safeguards, in particular to prevent unauthorised third-party access to data, including through the use of SSL encryption, access passwords, antivirus software and anti-malware protection.
4. The Service Provider further informs that, despite the safeguards referred to in Section 3 above, the use of the Internet and services provided electronically may involve a risk of malicious software infecting the User's ICT system or device, or of third parties gaining unauthorised access to data stored on such a device. In order to minimise the said risk, the Service Provider recommends the use of antivirus software or other tools protecting online identity, as well as the use of strong passwords (consisting of at least eight characters, including uppercase and lowercase letters, numbers, and special characters).

#### **§ 4.**

##### **General Terms of Service**

1. The User shall use the services provided by the Service Provider in compliance with applicable laws, the provisions of these Terms, and generally accepted standards of decency and good conduct.
2. The provision of any unlawful content by the User is prohibited.
3. The Client using the services provided by the Service Provider shall provide only data (including personal data) that are accurate and up to date. The Service Provider shall not be liable for any consequences resulting from the Client's provision of false or incomplete data.
4. In the event that any actions on the Platform (in particular, the conclusion of an Agreement) are performed by a natural person acting on behalf of a Client who is not a natural person, the performance of such an action shall be deemed to constitute a representation by that person that they are duly authorised to represent the Client. The Service Provider shall be entitled to request that such a person provide proof of their authority to represent the Client, in particular by presenting a power of attorney or an extract from the relevant register. Should any actions be performed on behalf of the Client without proper authorisation to represent them, the natural person performing such actions shall bear liability as provided for under the provisions of the Civil Code.
5. The prices of the Packages are specified in the Price List and are net amounts, exclusive of value added tax (VAT). The prices of the Packages may vary depending on the location of the real properties added to the system.
6. A breach of these Terms shall include in particular:
  - 1) the provision by the Client or the User of any unlawful content;
  - 2) the use by the Client or the User of the services provided by the Service Provider in a manner inconsistent with their intended purpose;
  - 3) the provision by the Client or the User of false or incomplete data, except during a trial period, within which the Client may provide a limited scope of their data;
  - 4) the performance of any actions on behalf of the Client by a natural person lacking the authority to represent the Client;
  - 5) the failure by the Client to perform, or the improper performance of, Cleaning Agreements, where such conduct may adversely affect the trust or reputation of the Service Provider.
7. In the event of a breach of these Terms, the Service Provider may request the Client to remedy such breach within a period not shorter than seven (7) days.
8. Any statements, notices, requests, and information referred to in these Terms may be delivered by electronic mail, unless otherwise expressly provided in these Terms.

#### **§ 5.**

##### **Account Service Agreement**

1. In order to conclude the Account Service Agreement, the Property Management Company or the Cleaning Company shall complete the following steps:
  - 1) access the Platform's website and click the "Register" link;
  - 2) in the registration form displayed, enter their forename and surname, email address (which shall also serve as the login of the Property Management Company or the Cleaning Company), and telephone number, or alternatively use the option to create an account via available external platforms such as Google or Facebook;
  - 3) tick the mandatory checkbox confirming that they have read and accepted the Terms and the Privacy Policy;
  - 4) click the "Register" button.
2. The performance of the actions referred to in Section 1 above shall constitute the conclusion by the Client of the Account Service Agreement.

3. After the Account has been created, the Client may supplement the information recorded therein with:
  - 1) the company name;
  - 2) the registered office address or the principal place of business;
  - 3) the billing address;
  - 4) the tax identification number / EU VAT number.
4. The Service Provider may also complete or supplement the Client's data on its own initiative, based on the information provided by the Client (in particular, the company name or tax identification number / EU VAT number).
5. The Service Provider informs, and the Client acknowledges, that maintaining the conformity of the Account Service may require the installation of updates by the Client.
6. If the Client is not granted access to the Account immediately after the conclusion of the Account Service Agreement, the Client shall request the Service Provider to promptly grant such access. The request referred to in the preceding sentence may be sent by electronic mail to the address indicated in § 1(4)(1) of these Terms. Should the Service Provider fail to provide the Client with access to the Account immediately after receiving the request referred to in the preceding sentence, the Client shall be entitled to rescind the Account Service Agreement.
7. Notwithstanding Section 6 above, if the Client is not granted access to the Account, the Client may rescind the Account Service Agreement without first requesting the Service Provider to grant such access, provided that at least one of the circumstances referred to in Article 43j(5) of the Consumer Rights Act applies.
8. The provisions of Sections 6–7 above shall apply exclusively to Clients who are Consumers or Entrepreneurs with Consumer Rights.
9. Rescission by the Client of the Account Service Agreement, or its termination, regardless of the legal basis for such action, shall be effected by the Property Management Company or the Cleaning Company submitting to the Service Provider a statement of rescission of or termination of the Account Service Agreement. The statement referred to in the preceding sentence may be sent by electronic mail to the address indicated in § 1(4)(1) of these Terms. The Service Provider shall delete the Account immediately upon receipt of the said statement, or upon the expiry of the notice period specified in these Terms, as applicable.
10. If the Client breaches the provisions of these Terms and fails to remedy such breach despite having received the notice referred to in § 4(7) [nie ma takiego punktu] of these Terms, the Service Provider may terminate the Account Service Agreement by giving seven (7) days' notice, by means of a termination statement sent to the Client by electronic mail. Upon expiry of the notice period referred to in the preceding sentence, the Account shall be permanently deleted. During the notice period, the Service Provider may block the Client's access to the Account for a period not exceeding five (5) days if this is necessary to prevent further breaches by the Client. In the case referred to in this Section, the Service Provider shall not be obliged to refund any fees paid by the Client for the use of the Services.
11. In the event of the application of the measure referred to in Section 10 above, the User to whom the measure has been applied may lodge an appeal under the procedure set out in § 9 of these Terms. The Service Provider shall also be entitled to delete the Client's Account if neither the Client nor the Users log in for a period exceeding one year.
12. Notwithstanding provisions of Sections 9–11 above, the Client may, at any time, notify the Service Provider of their intention to suspend their Account or individual properties for a specified period not exceeding twelve (12) months. During the suspension period, data synchronisation with external booking systems shall not be carried out. Maintaining the availability of the Account Service during the suspension period requires the Client to pay a hibernation fee in accordance with the Price List or on terms individually agreed with the Service Provider.

## **§ 6.**

### **Agreement for the Provision of the Platform-Use Service**

1. Under the Agreement for the Provision of the Platform-Use Service, the Service Provider shall enable the Client, within the scope resulting from the Package purchased by the Client, to use the following functionalities of the Platform for the purpose of carrying out activities related to the conclusion and performance of the Cleaning Agreement:
  - 1) maintaining and synchronising a calendar of active properties within the available integrations with external partners;
  - 2) adding reservations;
  - 3) adding and viewing photos of properties;
  - 4) generating reports;
  - 5) measuring cleaning time by Clients;
  - 6) receiving notifications, including push and email notifications;
  - 7) sending messages to Users linked to the Client's Account;
  - 8) maintaining statistics of cleaning and maintenance works performed;
  - 9) coordinating and settling completed cleaning and maintenance works;
  - 10) creating and editing checklists.
2. A prerequisite for using the Platform-Use Service is the creation of an Account.
3. The Agreement for the Provision of the Platform-Use Service shall be concluded upon the Client gaining access to the Platform in accordance with the Package selected by the Client or within the trial period.
4. Photos and communication history shall be stored in the Account for twelve (12) months from the date of their upload. The annual free storage limit for uploaded materials (including photos and their reduced versions, PDFs, videos, etc.) is set at 512 MB per active property in the system. Only materials related to active properties may be uploaded. Further storage of the aforementioned data by the Service Provider shall require the payment of an additional fee for each subsequent calendar month, at a rate and on terms agreed with the Service Provider.
5. Notwithstanding Section 4 above, the Service Provider applies the following data retention rules with respect to Client data stored within the Platform:
  - 1) notifications (messages) received within the Platform shall be deleted thirty (30) days after their posting;
  - 2) Logs of User activity and reservation records shall be retained for one (1) year from the date of the relevant event within the Platform.

## **§ 7.**

### **Settlements**

1. Unless otherwise provided by specific provisions of these Terms or by individual arrangements with the Service Provider, all payments due to the Service Provider shall be made by Clients to the Service Provider's bank account indicated on the pro forma invoice.
2. Upon conclusion of the Agreement for the Use of the Platform, in accordance with the Package selected by the Client, the Service Provider shall issue a pro forma invoice payable within three (3) days. The invoice shall be issued in electronic form and sent to the Client to the email address registered in the Account.
3. Immediately upon receiving the payment, the Service Provider shall issue an invoice in electronic form and send it to the Client in accordance with the rules set out in Section 2 above.
4. If the pro forma invoice issued by the Service Provider is not paid within the specified time limit, the Service Provider may suspend the Client's access to the Platform-Use Service until the payment is made.
5. In the event of a delay in payment:
  - 1) after three (3) calendar days from the due date indicated on the invoice, the Service Provider may suspend the synchronisation of data in the Client's Account with external booking systems,

- 2) after fifteen (15) calendar days from the due date indicated on the invoice, the Service Provider may suspend the Client's Account or access to particular properties.
6. At the express written request of the Client, the Service Provider may issue a VAT invoice in paper form and send it by post to the address indicated by the Client, at the Client's expense.

## **§ 8.**

### **Detailed Terms of User Access to the Platform**

1. The Housekeeping Team Member shall gain access to the Platform via a unique, individually generated link, upon entering their assigned PIN.
2. The link referred to in Section 1 above shall be obtained by the Client through the Platform.
3. The Housekeeping Team Member shall not be entitled to independently change their assigned PIN.
4. The Guest shall gain access to the Platform for the duration of their stay in the property rented through the Property Management Company, by means of a unique link generated by the Service Provider for the specific property. The link may be obtained by the Property Management Company and shared with the Guest.
5. Within the scope of the access granted to the Platform, the Guest may:
  - 1) order cleaning of the rented property (such service being settled separately between the Property Management Company and the Guest);
  - 2) evaluate the quality of the cleaning services performed.

## **§ 9.**

### **User Content and Reviews**

1. The Client may submit a Review to the Service Provider concerning the services provided by the Service Provider.
2. A Review may be submitted in any manner, including by electronic mail, by posting it on the Service Provider's social media profile, or through other platforms that allow the posting of reviews.
3. Submitting a Review shall not oblige the Service Provider to publish it.
4. It is prohibited to post any User Content or Reviews that:
  - 1) contain false information or are contrary to law, these Terms, or generally accepted standards of decency and good conduct;
  - 2) contain content intended to promote unlawful activities, incite violence or hatred, or insult any person or group of persons;
  - 3) contain material that may infringe personal rights, copyright, image rights, or any other third-party rights;
  - 4) contain advertising, promotional, political, religious, or discriminatory content;
  - 5) promote business activities in competition with those of the Service Provider.
5. Any person using the Platform (hereinafter referred to as the "**Reporter**") shall be entitled to report any User Content or Review that may be in breach of these Terms.
6. A report of a potential breach may be submitted in the following manner:
  - a. by email to: support A T lula . cleaning
7. The report should contain the following information:
  - 1) a sufficiently substantiated explanation of the reasons why the relevant User Content or Review constitutes illegal content,
  - 2) a clear indication of the exact electronic location of the information, such as a precise URL(s), and, where applicable, any additional information enabling the identification of the User Content or Review concerned, depending on its nature and the functionality of the Application,

- 3) the Reporter's name (or company name) and email address, except where the report concerns information considered to be related to one of the offences referred to in Articles 3–7 of Directive 2011/93/EU,
  - 4) a statement confirming the Reporter's good-faith belief that the information and allegations contained in the report are accurate and complete.
8. Upon receipt of a report, the Service Provider shall send the Reporter an acknowledgement of receipt to the email address indicated by the Reporter.
9. If the report does not contain the elements referred to in Section 7 above or contains errors, the Service Provider may request the Reporter to supplement or correct the report within fourteen (14) days from the date of receipt of such request. Should the Reporter fail to supplement or correct the report within the period specified in the preceding sentence, the Service Provider may leave the report unprocessed.
10. The Service Provider shall examine the reported User Content or Review within fourteen (14) days from the date of receipt of a complete and correct report. As part of the verification process, where necessary, the Service Provider shall request the Reporter to provide any additional information or documents required. Until the report has been reviewed, the Service Provider may block the visibility of the User Content or Review concerned.
11. Following the examination of the report, the Service Provider shall:
  - 1) remove any User Content or Review found to be in breach of these Term;
  - 2) restore any User Content or Review found not to be in breach of these Terms (where its visibility had been blocked during the examination of the report),  
providing the statement of reasons for its decision.
12. In the event that any User Content or Review is removed, the Service Provider shall, without undue delay, notify both the Reporter and the User who published the removed User Content or Review, providing the statement of reasons for its decision.
13. The statement of reasons provided by the Service Provider in connection with its decision shall include:
  - 1) an indication of whether the decision concerns the removal of the User Content or Review, the blocking of its visibility, its demotion, or the application of any other measures referred to in these Terms in relation to that Review, and, where applicable, the territorial scope of the decision and the duration of its effect;
  - 2) the facts and circumstances on which the decision is based, including, where applicable, an indication of whether the decision was taken on the basis of a report submitted by the Reporter or as a result of voluntary verification activities initiated by the Service Provider, and, where absolutely necessary, the identity of the Reporter;
  - 3) where applicable, information on the use of automated means in the decision-making process, including an indication of whether the decision relates to User Content or a Review detected or identified through the use of automated tools;
  - 4) where the decision concerns potentially unlawful User Content or a Review, an indication of the legal or contractual basis on which the decision is made, together with an explanation of the reasons why, on that basis, the Review is considered unlawful;
  - 5) clear and easily understandable information for both the User and the Reporter regarding the possibilities available to them to appeal the decision.
14. A User whose User Content or Review has been removed, or a Reporter whose request for removal of reported User Content or a Review has been refused by the Service Provider, may lodge an appeal against the Service Provider's decision.
15. An appeal may be submitted in the following manner:
  - a) by email – to: support A T lula . cleaning
  - b) n writing, preferably by registered mail – to the address indicated in the header of these Terms.

16. The appeal should contain:
  - a) the appellant's full name or company name;
  - b) contact details (email address and correspondence address);
  - c) a detailed justification explaining why, in the appellant's opinion, the Service Provider's decision is incorrect and should be amended.
17. The Service Provider shall, without undue delay, acknowledge receipt of the appeal by sending a notification to the email address provided by the appellant.
18. Appeals shall be reviewed by a duly authorised team of the Service Provider within fourteen (14) days from the date of their receipt. (Such actions shall not be carried out in an automated manner and shall always involve human oversight.)
19. The submission of any User Content or Review shall constitute a declaration by the User that they are its sole author. The User bears full responsibility for the User Content or Review and for any consequences arising from its publication, including any infringement of personal rights or intellectual property rights of third parties. Where a Review includes the image of the Client's face, the Client hereby grants consent for its use by the Service Provider for the purposes set out in this Section.
20. The submission of any User Content or Review shall constitute the granting by the User to the Service Provider of a non-exclusive, royalty-free licence to use such content (hereinafter referred to as the "**Licence**").
21. The Licence is granted for an indefinite period (subject to termination by either party upon two years' prior notice, effective at the end of a calendar year) and without territorial limitation. The Licence shall cover the use of the User Content or Review in the following fields of exploitation:
  - 1) fixation and reproduction in any quantity, by any technique and in any format;
  - 2) distribution in any manner and by any means of communication, in particular through publication within the Application and on the Service Provider's social media channels.
22. The Licence shall entitle the Service Provider to modify the Review, where necessary, for the purpose of its dissemination in a specified manner, provided that such modification does not alter its substance or content.
23. The Licence shall authorise the Service Provider to grant sub-licences to any third parties of its choice for the use of the Review. Such sub-licences may be granted by the Service Provider either for consideration or free of charge.
24. The Client undertakes not to exercise any of the moral rights vested in them in relation to the User Content or Review (including, without limitation, the right to be identified as the author of the User Content or Review and the right to supervise its use) and hereby authorises the Service Provider to exercise such rights on the Client's behalf.
25. Notwithstanding the provisions of paragraphs 1–24 above, the Client grants the Service Provider a non-exclusive, royalty-free licence to use the Client's name and logo (hereinafter referred to as the "**Logo**").
26. The Licence referred to in Section 25 above is granted for an indefinite period (subject to termination by either party upon two years' prior notice, effective at the end of a calendar year) and without territorial limitation. The Licence shall cover the use of the Logo in the following fields of exploitation:
  - 1) fixation and reproduction in any quantity, by any technique and in any format;
  - 2) distribution in any manner and by any means of communication, in particular through publication within the Application and on the Service Provider's social media channels.

## **§ 10.**

### **Right of rescission of the Agreement**

1. The provisions of this § 10 apply exclusively to Clients who are Consumers or Entrepreneurs with Consumer Rights.
2. Pursuant to Articles 27 et seq. of the Consumer Rights Act, the Client shall have the right to rescind the Agreement without providing any reason within fourteen (14) days from the date of its conclusion.
3. The Client may exercise the right of rescission by submitting to the Service Provider a statement of rescission of the Agreement. To meet the rescission deadline, it shall be sufficient for the Client to send the statement before the expiry of the period referred to in Section 2 above.
4. The statement of rescission of the Agreement may be submitted by the Client in any form, in particular using the form set out in Annex No. 2 to the Consumer Rights Act.
5. In the event that a statement of rescission of the Agreement is submitted, the Service Provider shall, without undue delay, send the Client an acknowledgement of receipt by email.
6. The Service Provider hereby informs, and the Client acknowledges that the right of rescission of the Agreement referred to in this Article shall not apply to an Agreement for the provision of a service that has been fully performed (pursuant to Article 38(1)(1) of the Consumer Rights Act).
7. In the event that the rescission of the Agreement concerns an Agreement for the provision of a service that has not been fully performed, the Service Provider shall refund to the Client the price of the Package, reduced by the value of the services used by the Client up to the moment of rescission of the Agreement. The refund shall be made within fourteen (14) days from the date on which the Service Provider receives the Client's statement of rescission of the Agreement, and it shall be effected using the same means of payment as that used by the Client in the original transaction, unless the Client expressly agrees otherwise. The Client shall not bear any costs associated with the refund of the payment made.

## **§ 11.**

### **Liability of the Service Provider**

1. The Service Provider undertakes to perform the services with due care.
2. The Service Provider shall not be liable towards the Clients for any consequences arising from:
  - 1) the use by the Clients of any services made available within the Platform in a manner inconsistent with their intended purpose;
  - 2) the provision by the Users of incorrect or false data, in particular data relating to the duration of cleaning or repair activities;
  - 3) the disclosure of data contained in the Account of the Property Management Company or the Cleaning Company, including data granting access to the cleaned property, to unauthorised persons;
  - 4) the use of the authorisation data granting access to the Account Service by third parties, where such third parties have obtained such data as a result of its disclosure by the User or as a result of the Client's failure to adequately secure it against access by such persons;
  - 5) any damage arising from causes beyond the control of the Service Provider, in particular from the actions of third parties for which the Service Provider is not responsible.
3. With respect to Clients who are neither Consumers nor Entrepreneurs with Consumer Rights, the Service Provider's liability for any damage suffered by the Client as a result of the non-performance or improper performance of an obligation by the Service Provider shall be limited to actual losses incurred by the Client, up to an amount of one hundred (100) euros.
4. The Service Provider shall not be liable for any disruptions in the operation of the Platform resulting from:
  - 1) force majeure;
  - 2) necessary maintenance or upgrading works carried out on the Platform;
  - 3) causes attributable to the Client;

- 4) causes beyond the control of the Service Provider, in particular actions of third parties for which the Service Provider is not responsible.
5. The Service Provider undertakes to carry out the works referred to in Section 4(2) above in a manner causing as little inconvenience to Clients as possible and, where feasible, to inform them in advance of any planned works.
6. The Service Provider undertakes, where feasible, to promptly remedy any disruptions in the operation of the Platform.

## **§ 12.**

### **Complaints Concerning the Digital Service Item**

1. The provisions of this § 12 apply exclusively to:
  - 1) Clients who are Consumers or Entrepreneurs with Consumer Rights;
  - 2) Agreements for the provision of the Account Service and Agreements for the provision of the Platform-Use Service, unless a specific provision of these Terms applies only to one of such Agreements;
  - 3) any Non-Conformity of the Account Service with the Agreement for the provision of the Account Service, or any Non-Conformity of the Platform-Use Service with the Agreement for the provision of the Platform-Use Service.
2. The Service must comply with the Agreement governing its provision throughout the entire period during which it is supplied.
3. The Service Provider shall be liable for any Non-Conformity that becomes apparent at any time during the provision of the Service.
4. In the event that a Non-Conformity becomes apparent, the Client may submit a complaint containing a request to bring the Digital Service Item into conformity with the Agreement governing its provision.
5. A complaint shall be submitted by email to the address indicated in § 1(4)(1) of these Terms.
6. The complaint should contain the following information:
  - 1) the Client's full name;
  - 2) the Client's email address;
  - 3) a description of the identified Non-Conformity;
  - 4) a request to bring the Digital Service Item into conformity with the Agreement governing its provision.
7. The Service Provider may refuse to bring the Digital Service Item into conformity with the Agreement governing its provision if doing so is impossible or would require the Service Provider to incur disproportionate costs.
8. Following the review of the complaint, the Service Provider shall provide the Client with a response to the complaint, indicating whether it:
  - 1) upholds the complaint and specifies the expected timeframe for bringing the Digital Service Item into conformity with the Agreement governing its provision;
  - 2) refuses to bring the Digital Service Item into conformity with the Agreement governing its provision for the reasons set out in Section 7 above;
  - 3) rejects the complaint as unfounded.
9. The Service Provider shall respond to the complaint by email within fourteen (14) days from the date of its receipt.
10. Where the complaint is upheld, the Service Provider shall, at its own expense, bring the Digital Service Item into conformity with the Agreement governing its provision within a reasonable time from the receipt of the complaint and without undue inconvenience to the Client, taking into account the nature of the Digital Service Item and the purpose for which it is used. The Service Provider shall specify the expected timeframe for bringing the Digital Service Item into conformity with the Agreement governing its provision in its response to the complaint.
11. In the event that a Non-Conformity becomes apparent, and subject to Section 14 below, the Client may submit to the Service Provider a statement on a price reduction or on the rescission of

the Agreement where:

- 1) bringing the Digital Service Item into conformity with the Agreement governing its provision is impossible or would involve disproportionate costs;
  - 2) the Service Provider has failed to bring the Digital Service Item into conformity with the Agreement governing its provision in accordance with Section 10 above;
  - 3) the Non-Conformity persists despite the Service Provider's attempt to bring the Digital Service Item into conformity with the Agreement governing its provision;
  - 4) the Non-Conformity is of such a material nature as to justify the rescission of the Agreement governing the provision of the relevant Digital Service Item without first requesting the Service Provider to bring it into conformity with the Agreement;
  - 5) it is evident from the Service Provider's statement or from the circumstances that the Service Provider will not bring the Digital Service Item into conformity with the Agreement governing its provision within a reasonable time or without undue inconvenience to the Client.
12. A statement on a price reduction or on the rescission of the Agreement may be submitted by email to the address indicated in § 1(4)(1) of these Terms.
13. A statement on a price reduction or on the rescission of the Agreement shall include:
- 1) the Client's full name;
  - 2) email address;
  - 3) the date of delivery of the Digital Service Item;
  - 4) a description of the identified Non-Conformity;
  - 5) an indication of the reason for submitting the statement, selected from among those specified in Section 11 above;
  - 6) a statement on the price reduction, indicating the reduced price, or a statement on the rescission of the Agreement.
14. The Client may not submit a statement on a price reduction to the Service Provider where the Non-Conformity concerns a gratuitous Account Service.
15. The Service Provider shall not be entitled to claim payment for the period during which the Platform Service was not in conformity with the Agreement governing its provision, even if the Client made use of it prior to the rescission of the Agreement governing that service.
16. The reduced price must bear such proportion to the price resulting from the Agreement governing the provision of access to the Platform as the value of the non-conforming Platform Access Service bears to the value of the Platform Access Service conforming with the Agreement governing the provision of access to the Platform (in accordance with the Service Package purchased by the Client).
17. The Service Provider shall refund to the Client any amounts due as a result of the exercise of the right to a price reduction or to the rescission of the Agreement governing the provision of access to the Platform without undue delay, and in any event no later than fourteen (14) days from the date of receipt of the statement on the price reduction or the rescission of the Agreement governing the provision of access to the Platform.
18. Where the Client rescinds the Account Service Agreement, the Service Provider shall delete the Account without undue delay upon receipt of the statement on the rescission of the Account Service Agreement.
19. Where, prior to rescinding the Account Service Agreement, the Client has concluded a PlatformUse Service Agreement, such rescission shall be deemed to constitute the simultaneous rescission of the Platform-Use Service Agreement under the provisions of this § 12. The rescission of the Agreement governing the provision of access to the Platform in the manner referred to in this Section shall produce the same effects as rescission of the Agreement due to a Non-Conformity
20. Pursuant to Article 34(1a) of the Consumer Rights Act, where the Client rescinds an Agreement governing the provision of a Digital Service Item, the Client shall be obliged to cease using that Digital Service Item and to refrain from making it available to third parties.

### **§ 13.**

#### **Intellectual Property of the Service Provider**

1. All components of the Platform, in particular:
  - 1) the name of the Platform;
  - 2) the Platform logo;
  - 3) photographs and descriptions;
  - 4) the operating principles of the Platform, all of its graphic elements, interface, software, source code, and databases,- are protected under the provisions of the Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 – Industrial Property Law, the Act of 16 April 1993 on Combating Unfair Competition, and other generally applicable laws, including the provisions of European Union law.
2. Any use of the Service Provider's intellectual property by the Client within their own business, without the Service Provider's prior explicit consent, is prohibited.

### **§ 14.**

#### **Personal Data Processing**

1. Information regarding the processing of personal data by the Service Provider is set out in the Privacy Policy available at: <https://lula.cleaning/pl/privacy-policy/>.
2. The terms and conditions governing the entrustment of the processing of personal data by the Client to the Service Provider are set out in the Data Processing Agreement, which constitutes Schedule No. 1 to these Terms.

### **§ 15.**

#### **Out-of-Court Dispute Resolution**

1. The provisions of this § 15 apply exclusively to Clients who are Consumers.
2. The Client shall have the right to avail themselves of out-of-court procedures for the resolution of complaints and the pursuit of claims.
3. Detailed information concerning the Client's right to resort to out-of-court complaint and redress procedures, as well as the rules governing access to such procedures, is available at the offices and on the websites of:
  - 1) district (municipal) consumer ombudsmen and consumer protection associations whose statutory purpose is the protection of consumers;
  - 2) Regional Inspectorates of Trade Inspection;
  - 3) the Office of Competition and Consumer Protection.
4. The Client may avail themselves of the online dispute resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.

### **§ 16.**

#### **Amendment of the Account Service**

1. The provisions of this § 16 apply exclusively to Clients who are Consumers or Entrepreneurs with Consumer Rights.
2. The Service Provider may amend the Account Service in the following cases:
  - 1) where it is necessary to adapt the Service to newly developed devices or software used by Clients to access the Service;
  - 2) where the Service Provider decides to improve the Service by adding new functionalities or modifying the existing ones;
  - 3) where there is a legal obligation to introduce changes, including the obligation to bring the Service into compliance with the applicable laws.

3. Any amendment to the Account Service shall not entail any costs on the part of a Client who is a Consumer or an Entrepreneur with Consumer Rights.
4. The Service Provider shall notify Clients of any material amendment to the Service by posting a notice on the Client's Account informing them of the changes, or by sending an email communication to the Client.
5. Where an amendment to the Account Service materially and adversely affects the access to the Service by a Client who is a Consumer or an Entrepreneur with Consumer Rights, the Service Provider shall inform the Client of:
  - 1) the nature and the effective date of the amendment; and
  - 2) the Client's right to terminate the Account Service Agreement with immediate effect within thirty (30) days from the date the amendment takes effect.
6. The information referred to in Section 5 above shall be sent by the Service Provider to Clients by email no later than one (1) day prior to the implementation of the amendment.
7. Termination by the Client of the Account Service Agreement pursuant to Section 5(2) above shall be effected by submitting to the Service Provider a statement of termination of the Account Service Agreement. The statement referred to in the preceding sentence may be sent by email to the address indicated in § 1(4)(1) of these Terms.
8. Termination of the Account Service Agreement pursuant to Section 5(2) above shall have the same legal effect as rescission of the Account Service Agreement under § 12 of these Terms due to a Non-Conformity.

#### **§ 17.**

##### **Price List**

1. The current Price List is available at: <https://lula.cleaning/en/#pricing>.
2. The Price List may provide that a certain number of Platform-Use Services may be used by the Client free of charge.
3. The Service Provider may amend the Price List at any time.
4. Any amendment to the Price List shall not affect the remuneration of the Service Provider as set out in the Agreements concluded prior to the amendment.
5. The Client may change the Service Package in use at any time. Such change shall take effect from the Client's next billing period.

#### **§ 18.**

##### **Amendment of the Terms**

1. The Service Provider may amend these Terms in the following circumstances:
  - 1) where there is a change in the scope of the Service Provider's business activities;
  - 2) where the Service Provider commences the provision of new services, modifies existing services, or ceases to provide certain services;
  - 3) where technical modifications to the Platform necessitate the adjustment of the provisions of these Terms;
  - 4) where there is a legal obligation to make amendments, including an obligation to align these Terms with applicable law.
2. Users shall be informed of any amendment to these Terms by the publication of the amended version on the Platform's website. In addition, the amended version of the Terms shall be sent to Clients by email.
3. A Client who is a Consumer or an Entrepreneur with Consumer Rights and who does not agree to the amendment of these Terms may terminate the Agreement with immediate effect within ten (10) days from the date of receipt of the notice of amendment. Failure to terminate the Agreement shall be deemed to constitute acceptance of the amendment. Termination of the Agreement shall be effected by submitting to the Service Provider a statement of termination. The statement referred to in the preceding sentence may be sent by email to the address indicated in § 1(4)(1) of these Terms.

4. The Service Provider shall delete the Account immediately upon receipt of the statement referred to in Section 3 above.

**§ 19.**

**Final provisions**

1. The current version of these Terms has been in effect since 1 July 2023.
2. The Service Provider may, under a separate agreement concluded with a Client, establish different terms for the use of the Platform. In the event of any inconsistency, the provisions of such agreement shall prevail over these Terms.
3. These Terms shall be governed by and construed in accordance with the laws of Poland. Any disputes arising in connection with these Terms shall be settled through amicable negotiations, and in the event that no agreement is reached, such disputes shall be submitted to the common court having jurisdiction over the registered office of the Service Provider.
4. To all matters not regulated by these Terms the provisions of generally applicable laws of Poland shall apply.

## **Appendix No. 1 to the Terms and Conditions - Entrustment Agreement**

### **PERSONAL DATA PROCESSING AGREEMENT** (hereinafter: "**Entrustment Agreement**")

concluded by and between:

the **Service Provider** (hereinafter also: the "**Processing Entity**"),

and

the **Service Recipient** (hereinafter also: the "**Controller**"),

hereinafter collectively referred to as the "**Parties**" and each of them individually as a "**Party**".

#### **Recitals**

*Whereas:*

- 1. the Service Provider and the Service Recipient have entered into the Service Agreement (hereinafter: the "**Master Agreement**");*
- 2. the provision of the Services requires the Service Provider to process the Participants' personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) (hereinafter: the "**GDPR**"), which gives rise to the obligation to comply with the requirements indicated in Article 28 of the GDPR, including the conclusion of the Agreement set out in this provision;*

*The Parties have agreed as follows:*

#### **§ 1.**

##### **Entrustment of the processing of personal data**

1. The Controller entrusts the Processing Entity with the processing of personal data pursuant to Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: "**General Data Protection Regulation**" or "**GDPR**").
2. The Controller represents that it is the controller of the data entrusted to the Processing Entity under the Entrustment Agreement or a processing entity authorised to further entrust the data to the Processing Entity.
3. The Controller hereby entrusts the Processing Entity with the processing of personal data within the scope specified in § 2 hereof.
4. Capitalized terms used herein shall have the meaning given to them in the Terms and Conditions or GDPR, unless a specific provision hereof provides otherwise.

## § 2.

### **Subject matter, nature, purpose, and duration of data processing**

1. Personal Data entrusted by the Controller shall be processed by the Processing Entity only upon the Controller's documented instruction and solely for the purpose of providing the Services. In particular, the Parties deem the conclusion of the Service Agreement to be a "documented instruction".
2. The categories of personal data which are the subject of the entrustment (hereinafter: "**entrusted personal data**") and the categories of entrusted data subjects are indicated in Appendix No. 1 hereto.
3. The personal data entrusted by the Controller hereunder shall not constitute special categories of data referred to in Article 9 of the GDPR or data relating to criminal convictions and offences referred to in Article 10 of the GDPR.
4. The processing of the entrusted personal data will be carried out using IT systems (in an automated manner) and in paper form (in a non-automated manner).

## § 3.

### **Obligations, rights, and representations of the Processing Entity**

1. The Processing Entity undertakes to secure the entrusted personal data by implementing (even prior to the processing) and maintaining technical and organisational measures appropriate to the nature, scope, context and purpose of the processing of the entrusted data, including those required by the relevant provisions of generally applicable law, so that the processing of the entrusted personal data meets the requirements of the General Data Protection Regulation.
2. The Processing Entity undertakes to ensure that the persons authorised to process the personal data entrusted hereunder are bound by confidentiality obligations or are subject to an appropriate statutory secrecy obligation.
3. The Processing Entity undertakes, to the extent justified by the subject matter of the Entrustment Agreement, to assist the Controller, to the extent possible, in complying with the Controller's obligation to respond to requests from data subjects in exercising their rights under generally applicable law, including Chapter III of the General Data Protection Regulation.
4. The Processing Entity undertakes to immediately notify the Controller of:
  - 4) any breach of the protection of the entrusted personal data, where "breach of the protection of the entrusted data" shall mean any accidental or unlawful destruction, loss, modification, unauthorised disclosure of or unauthorised access to the entrusted personal data. The notification referred to in this Subsection 1 shall be made no later than within 24 hours from the discovery of the breach of protection of the entrusted data;
  - 5) any request received from the data subject, while refraining from responding to the request until the Controller's opinion has been received. The notification referred to in this Subsection 2 shall be made no later than 24 hours after receipt of the request;
  - 6) any legally authorised request to disclose personal data to a competent state authority, unless the prohibition to notify ensues from the provisions of the law, in particular from the provisions of criminal proceedings, when the prohibition is aimed at ensuring the confidentiality of an initiated investigation;

- 7) any compliance checks on the processing of personal data carried out by the President of the Personal Data Protection Office or any other supervisory authority, and the results thereof, as well as any other action taken by public authorities concerning such data.
5. The Processing Entity undertakes, to the extent justified by the subject matter hereof and the information available to it, to assist the Controller in complying with the Controller's obligations under generally applicable law, including Articles 32 to 36 of the General Data Protection Regulation and concerning the security of the processing of personal data, notification of a personal data breach to the supervisory authority and to the data subject, a data protection impact assessment and related consultations with the supervisory authority.
- The Processing Entity undertakes to:
- a. provide the Controller, within 14 days from the date of receipt of the request, with all information and documents necessary to demonstrate the Controller's compliance with its obligations under generally applicable law;
  - b. enable the Controller or its authorised auditor to carry out audits, including inspections, and contribute to such audits, on terms to be determined by the Parties from time to time and subject to the provisions of this Section.
6. The audit referred to in Section 7(2) above may be carried out:
- a. not earlier than 14 days from the date of receipt by the Processing Entity of a notice regarding the intention to conduct it, on a date to be determined by the Parties, and
  - b. after the conclusion of a confidentiality agreement between the Processing Entity and the Controller or an auditor authorised by the Controller.
7. Upon completion of the audit, the Parties shall draw up a report in 2 copies to be signed by authorised representatives of both Parties. The Processing Entity may raise objections to the report within 5 Business Days from the date of signing thereof by the representatives of the Parties.
8. In the event that any shortcomings affecting the security of processing of the entrusted personal data are identified in the course of the audit, the Processing Entity undertakes to comply with the recommendations formulated by the Controller or the auditor authorised by the Controller.

#### **§ 4.**

##### **Controller's Obligations**

1. The Controller is obliged to ensure that throughout the duration of the Entrustment Agreement the Controller has a legal basis for the processing of the entrusted personal data and that the Controller has appropriate entitlements to entrust the personal data to the Processing Entity. Should the Controller lose the aforementioned legal basis or entitlements with regard to certain entrusted personal data, the Controller shall immediately take steps necessary to cease entrusting them, in particular notify the Processing Entity thereof.
2. The Controller undertakes not to give instructions to the Processing Entity regarding the processing of the entrusted personal data which would be in conflict with generally applicable law, the provisions of the Entrustment Agreement or other contractual obligations.

## **§ 5.**

### **Further Entrustment of Personal Data**

1. The Controller grants its general consent for the Processing Entity to further entrust the processing of personal data (hereinafter: "**subcontracting**") to subcontractors of its choice.
2. The Processing Entity undertakes to ensure that:
  - a. the sub-processor applies appropriate technical and organisational measures to ensure the processing of the subcontracted personal data in accordance with the GDPR;
  - b. the scope of the sub-processor's data protection obligations correspond to the Processing Entity's obligations hereunder.
3. If the Processing Entity intends to subcontract the processing of personal data to a particular subcontractor, the Processing Entity shall notify the Controller thereof by e-mail no later than 7 (seven) days prior to the subcontracting. The Controller may object to the subcontracting referred to in the preceding sentence by raising an objection by e-mail within 7 (seven) days of receipt of the subcontracting notification.
4. Upon the ineffective expiry of the objection period referred to in Section 3 above, the Processing Entity may subcontract the processing of personal data to the selected subcontractor.
5. If the objection referred to in Section 3 above is raised, the Processing Entity may rescind the Master Agreement with immediate effect.
6. The subcontracting referred to in Section 3 above shall not constitute an amendment to the Entrustment Agreement.

## **§ 6.**

### **Term of the Entrustment Agreement**

The Entrustment Agreement is concluded for the duration of the Master Agreement and terminates upon termination, cancellation, or expiration of the Master Agreement.

## **§ 7.**

### **Effects of Termination of the Entrustment Agreement**

In the event of termination of the Entrustment Agreement, the Processing Entity, without delay, no later than within 14 (fourteen) Business Days from the date of termination of the Entrustment Agreement, undertakes to return to the Controller and remove from its own carriers all personal data the processing of which it has been entrusted with, including effectively removing it also from the electronic carriers at its disposal. The provisions of the preceding sentence shall not apply to the personal data the storage of which by the Processing Entity is required for a period longer than the duration of the Entrustment Agreement in accordance with generally applicable laws.

## **§ 8.**

### **Final Provisions**

1. The provisions of § 18 of the Terms and Conditions shall apply respectively to the amendments to the Entrustment Agreement.
2. To all matters not regulated herein, the provisions of the Terms and Conditions, provisions of the GDPR and relevant provisions of the Polish law shall apply.