

TERMS OF SERVICE OF ONSCALE WEBSITE

1. INTRODUCTION

- 1.1. These Terms of Service specify the scope and rules for the use of the Website by individual Users.
- 1.2. The use of the Website and the Services is free of charge.
- 1.3. The Website and the Services described herewith below are provided to the User by OnScale sp. z o.o., with its registered office in Warsaw, Hoża Street 86/410, 00-682 Warsaw, Poland, registered under KRS no: 0001254049, NIP (tax ID number): 7011322892 (hereinafter the “**OnScale**”).
- 1.4. These Terms of Service constitute a binding and enforceable legal contract between the User and OnScale.
- 1.5. By accessing the Website and the Services the User acknowledges that they have read, understand, and agree to be bound by these Terms, as amended from time to time, and that they comply with the requirements listed herein, and to comply with the applicable law.

IF THE USER DOES NOT ACCEPT THESE TERMS AND ITS PROVISIONS, THEY SHOULD NOT ACCESS OR USE THE WEBSITE OR THE SERVICES.

- 1.6. The Privacy Policy and other additional terms, guidelines, and rules as set forth on the Website are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by the User.

2. DEFINITIONS

- 2.1. **Application Workspace** - the Service provided by OnScale constituting an account with a dashboard allowing filling in application form, formation of drafts and document requests, quotes, and chatting.
- 2.2. **Calendar** - the Service provided by OnScale allowing to book a meeting using a calendar provided by Third Party on cal.com.
- 2.3. **Content** – any work within the meaning of the applicable copyright law, any software, applications, databases, graphic design, images, logos, texts, screenshots, videos, tools, audio recordings, printouts, solutions or any other data or materials made available on the Website or when using the Services.
- 2.4. **Consumer** – a natural person who performs legal actions with OnScale, which are not directly connected with its professional or business activity. A Consumer is also a natural person using the Website or the Services when such use is not a professional nature of that person.
- 2.5. **Contact Form** – the Service provided by OnScale allowing to contact OnScale via the Website.
- 2.6. **GDPR** – regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of the

Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

- 2.7. **ICT Systems** – all computer, communications, electronic, data processing or cloud systems used by OnScale or the User in relation to the use and/or provision of the services under this Terms of Service.
- 2.8. **Newsletter** - a Service provided by OnScale consisting of receiving posts and exclusive content i.a. on products, news and events.
- 2.9. **Privacy Policy** – privacy notice and cookie notice dedicated to the Website, the Services and other associated services, available at onscale.org/privacy.
- 2.10. **OnScale** – **OnScale spółka z ograniczoną odpowiedzialnością** (*limited liability company*) with its registered office in Warsaw, a company established under the laws of Poland, address: Hoża Street 86/410, 00-682 Warsaw, Poland, entered into the register of enterprises kept by the National Register Court, registered under no. KRS 0001254049, NIP (tax ID) 7011322892, capital PLN 5,000.
- 2.11. **Services** – services rendered by OnScale to a User under these Terms as defined in these Terms.
- 2.12. **Team Chat** – a Service provided by OnScale allowing to chat with the members of the team of OnScale.
- 2.13. **Terms of Service** or **Terms** – these Terms of Service for the Website and the Services.
- 2.14. **Third-Party** – an entity other than OnScale or OnScale's affiliates that provides the Third-Party Services.
- 2.15. **Third-Party Service** – software or services provided by an entity other than OnScale or OnScale's affiliate that are the linked to from the Website.
- 2.16. **Website** – a website operated by OnScale on which the Services are provided, available at: <https://onscale.org>.

3. REQUIREMENTS TO USE THE WEBSITE OR THE SERVICES

- 3.1. To access and use the Website or the Services, the User must have full capacity for acts in law at the time of accessing the Services. Partially incapacitated who have a limited capacity for acts in law may access the Services in accordance with the applicable law at the time of accessing the Services.
- 3.2. In order to use the Website, the ICT System used by the User shall meet the following minimum technical requirements:
 - 3.2.1. a device connected to the Internet with the latest full version of browser,
 - 3.2.2. cookies and javascript enabled in the browser.
- 3.3. The User is obliged not to take any actions that would affect the proper functioning of the Website. In particular, it is forbidden to interfere in any way with the Content placed on the Website.

- 3.4. The User is obliged to use the Website in accordance with the law and morality, with respect to personal rights and intellectual property rights, in particular copyrights belonging to OnScale or third parties.

4. CONTENT

- 4.1. The User hereby acknowledges that all intellectual property rights on the Website and the Content, including but not limited to copyright, patents, trademark rights, know-how, belongs to OnScale. OnScale does not: i) assign, transfer or sell any of its intellectual property rights, in particular copyrights, to the User, as well as it does not ii) grant any license to the User other than the right to use the Website and the Content in accordance with the Terms.
- 4.2. The User is authorized to use the Website exclusively for the User's own personal use. Any data or any other materials found on the Website, both those that are protected under copyright law and those that are not, cannot be used for the User's commercial activities.

5. SERVICES

- 5.1. OnScale provides the following Services via the Website:

- (i) Content Access Service,
- (ii) Contact form,
- (iii) Book a Meeting,
- (iv) Newsletter,
- (v) Application Workspace,
- (vi) Team Chat.

CONTENT ACCESS SERVICE

- 5.2. OnScale provides the Users with the Content, including with a catalogue of OnScale's services and information about its business on the Website, in the form of both graphic and textual information.
- 5.3. The Content is for informational purposes and is intended solely for the presentation of OnScale's services and its business.
- 5.4. The User may use the Content Access Service by selecting an adequate tab available on the Website.
- 5.5. The Content Access Service may include a download function, allowing the User to download and record on the User's device certain information from the Website, for example in a form a file in a PDF format.
- 5.6. OnScale does not charge any fees for providing the Content Access Service.

CONTACT FORM

- 5.7. The User may use the Contact Form to contact OnScale.
- 5.8. To use the Contact Form the User shall click “Complete the Form” button (or a button with a similar meaning) and provide obligatory e-mail address.
- 5.9. To send the message the User is obligated to click the checkbox which would confirm they accept these Terms and familiarized with the Privacy Policy.
- 5.10. The answer to the message sent via Contact Form shall be sent to the e-mail address provided by the User.
- 5.11. The User is obliged to provide correct e-mail address within the Contact Form.
- 5.12. The use of Service is free of charge.

BOOK A MEETING

- 5.13. The User may book a meeting with OnScale using a Calendar on cal.com.
- 5.14. To use the Service the User shall click “Book Free 15 Min call” button (or a button with a similar meaning), choose a date and provide obligatory name and e-mail address.
- 5.15. The Calendar is provided by Third-Party. Before using the Calendar, the User shall accept the terms of service and the privacy policy of the provider of the Calendar.
- 5.16. Booking a meeting is tantamount to acceptance of these Terms and the Privacy Policy.
- 5.17. The confirmation of the reservation shall be sent to the e-mail address provided by the User.
- 5.18. The User is obliged to provide correct name and e-mail address.
- 5.19. The use of Service is free of charge.

NEWSLETTER

- 5.20. The User may use a Service of a free of charge Newsletter consisting of posts on new exclusive content received to the email address provided by the User.
- 5.21. The agreement for the provision of Newsletter service is concluded for an indefinite period of time from the moment of signing up for the Newsletter. To sign for Newsletter the User shall provide its e-mail address and confirm the acceptance of the Terms and review of the Privacy Policy by clicking the checkbox.
- 5.22. The agreement for the provision of Newsletter service shall be terminated when OnScale withdraws such Service from the Website or when the User unsubscribes from the Newsletter clicking the “unsubscribe” link provided in the Newsletter message.
- 5.23. The User is obliged to provide correct e-mail address within the Newsletter form to provide the Service.
- 5.24. The use of Service is free of charge.

APPLICATION WORKSPACE

- 5.25. The User may use a Service of an Application Workspace constituting a dashboard where the User may create its own account and fill in application form regarding drafts and document requests, make quotes, upload documents and chat with OnScale.
- 5.26. To use the Service the User shall click “Get Started” button (or a button with a similar meaning), use the User’s Google account and fill in User’s name to create Application Workspace.
- 5.27. The agreement for the provision of Application Workspace service is concluded for an indefinite period of time from the moment of creating Application Workspace.
- 5.28. To create Application Workspace the User shall confirm the acceptance of the Terms and review of the Privacy Policy.
- 5.29. The agreement for the provision of Application Workspace service shall be terminated when OnScale withdraws such Service from the Website or when the User closes its account clicking the “Delete account” button (or a button with a similar meaning) under Settings function. After deletion of the Account the User loses its access to the data saved and stored on the User’s account.
- 5.30. The User is obliged to provide correct Google e-mail address to provide the Service.
- 5.31. The Workspace generates automated. recommendations and answers. The automated analysis does not base on AI.
- 5.32. The use of Service is free of charge.

TEAM CHAT

- 5.33. Team Chat is a Service available for a User who has created its Application Workspace.
- 5.34. The Team Chat allows to chat with members of the team of OnScale. Team Chat does not use AI.
- 5.35. Team Chat allows for real-time conversation and is available Monday-Friday in working hours. If the User uses the Team Chat outside working hours they might receive the answer the following business day.
- 5.36. Team Chat saves chat histories. The chat history is saved for the period and according to the principles stipulated in Privacy policy.
- 5.37. The use of Service is free of charge.

6. THIRD-PARTY SERVICES

- 6.1. The Website may contain links to external Third-Party Services, for example to other websites such as LinkedIn. The links to Third-Party Services serve only as a convenience for Users.
- 6.2. OnScale is not responsible for any of the Third-Party Services, related products or website content, including its accuracy and completeness.

- 6.3. These Terms do not apply to such Third-Party Services. If the User uses them, the User does this at its sole responsibility and subject to relevant terms of service and privacy policies of such Third Parties. OnScale recommends each User to consult such terms of service and privacy policies for further information before accessing or using the Third-Party Services.

7. CONCLUSION OF CONTRACT

- 7.1. The agreement under these Terms is concluded on the conditions specified in these Terms:
- 7.1.1. with respect to Content Access Service - from the moment the User invokes the URL of the Website in the browser window of the User's device, or when the User uses a redirection link leading to the Website (i.e. when entering the Website),
 - 7.1.2. with respect to the Contact Form - from the moment the User undergoes the subscription procedure,
 - 7.1.3. with respect to Booking a Meeting – from the moment the User enters the calendar and books a date,
 - 7.1.4. with respect to the Newsletter - from the moment the User undergoes the subscription procedure,
 - 7.1.5. with respect to Application Workspace – from the moment the User creates its account using its Google e-mail address,
 - 7.1.6. with respect to the Team Chat - from the moment the User sends a message using "Send" button (or of similar meaning).
- 7.2. Continued use of the Services shall be construed as approval of these Terms and acknowledgment of the Privacy Policy.

8. TERMINATION OF CONTRACT

- 8.1. The User may terminate using the Services at any time, with or without cause and with immediate effect.
- 8.2. OnScale may terminate the provision of the Services to the User under these Terms, in whole or in part (as its sole discretion), with an immediate effect, if any of these important reasons occur:
- 8.2.1. the User violates these Terms, in particular the rules of conduct;
 - 8.2.2. the User violates the law or infringes the rights of third parties in connection with the use of the Website or the Services;
 - 8.2.3. the User conducts activities detrimental or harmful to OnScale or other third parties,
 - 8.2.4. the User uses the Website or the Services in a manner contrary to their objectives, purposes or scope as set out in these Terms,

8.2.5. if OnScale decides to terminate rendering any of the Services.

9. APPLICABLE LAW

- 9.1. These Terms are governed and construed in accordance with the Polish law, subject to Section below. In matters not regulated by these Terms, the relevant provision of law shall apply.
- 9.2. For the avoidance of doubt, these Terms shall not limit any rights the Users may have as a Consumer that cannot be excluded or limited under applicable law. In the event that User as a Consumer has such rights which cannot be limited, the provisions of the applicable law shall apply.

10. COMPLAINTS

- 10.1. The User may submit complaints to OnScale regarding the Website and the Services indicated in these Terms to the address contact@onscale.org or in a written form to the address of the seat of OnScale.
- 10.2. These Terms do not apply to the services rendered by OnScale on the basis of separate agreements concluded with its clients which are not connected with the usage of the Website.
- 10.3. The complaint should include necessary details to assess the basis of the complaint and to answer to the complaint. The User may be asked to provide additional information if it would be required to answer to the complaint.
- 10.4. OnScale shall respond to the complaint within 14 (in words: fourteen) days of its receipt. OnScale shall provide the User with the response to the complaint on paper or via e-mail contact@onscale.org.

11. DISPUTES AND OUT-OF-COURT METHODS OF RESOLVING DISPUTES WITH CONSUMERS

- 11.1. Any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed in all respects by the laws of Poland. Disputes arising from these Terms, that could not be resolved between Users and OnScale, will be settled by the competent court.
- 11.2. Information on out-of-court methods for handling complaints and pursuing claims with Consumers, as well as the rules for accessing these procedures, is available at the offices and on the websites of county (municipal) consumer ombudsmen, civic organizations whose statutory duties include consumer protection, Provincial Inspectorates of Trade Inspection, and at the following addresses of the Office of Competition and Consumer Protection:
- 11.3. The Consumer has, among other things, the following options for utilizing out-of-court complaint resolution procedures and pursuing their claims:
 - 11.3.1. submitting a request to the Provincial Inspector of Trade Inspection to initiate mediation proceedings for the amicable resolution of the dispute,

- 11.3.2. submitting a request to the permanent Consumer Arbitration Court operating under the Provincial Inspector of Trade Inspection to resolve the dispute,
- 11.3.3. seeking free legal assistance from, among others, the Consumer Federation — website: www.federacjakonsumentow.org.pl.
- 11.4. The use of out-of-court complaint resolution and claim enforcement procedures is voluntary.

12. LIABILITY

- 12.1. OnScale is liable for the performance of the Services, subject to provisions of this paragraph. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Terms of Service to the fullest extent permitted by applicable law. These exclusions do not concern Consumers.
- 12.2. OnScale has no liability to the User if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction (force majeure).
- 12.3. The User agrees to not to hold OnScale liable for any damages incurred by the User which were caused, directly or indirectly, by the use, malfunction, lack of access to, interruption, disruption or inability to use the Website or the Services or for any damages caused by the User's actions or omissions, where permitted by law.
- 12.4. OnScale reserves the right to interrupt or disrupt the provision of or availability of any Service at any time resulting from the malfunctions of ICT Systems for the functioning of which we are not responsible.

13. CHANGES TO TERMS OF SERVICE

- 13.1. OnScale is entitled to unilaterally change provisions of these Terms for significant reasons, in particular:
 - 13.1.1. the change in legislation or case law if such change may affect the provisions of these Terms;
 - 13.1.2. the issuance of decisions, recommendations, obligations or acts of similar nature, by public administration authorities the extent to which such they impose an obligation on OnScale to modify the provisions of the Terms;
 - 13.1.3. the introduction of new functionalities of the Website or the Services or modification of their current scope by OnScale – in this case the amendment of these Terms shall be limited to the extent concerning such new functionalities;
 - 13.1.4. the introduction of new or modification of existing ICT Systems by OnScale – in this case the amendment of these terms will be limited to the extent

that is objectively necessary and directly related to the introduction or modification of such ICT Systems.

13.2. OnScale shall inform the User of the planned amendment to these Terms minimum 7 days before the amendments become effective by publication on the Website at least of the following:

13.2.1. the envisaged amendment to these Terms;

13.2.2. the date the amendment becomes effective;

13.2.3. the consolidated text of amended Terms.

13.3. If the User does not agree to the proposed changes of these Terms, the User is entitled to terminate agreement under these Terms, effective as of the immediately preceding the date of the proposed amendment. Continued use of the Website or the Services after the day when the amendment came into force is equivalent to acceptance of the Terms and consent to be bound by the implemented version of the Terms.

13.4. Any amendment of these Terms will not affect contractual rights acquired by the User prior to the amendment.

14. DATA PROCESSING

14.1. The rules regarding the processing of personal data and use of cookies of the Users when accessing or using the Website or the Services are set out in the [Privacy Notice](#) and [Cookie Policy](#). We encourage the User to review these documents to better understand how their personal data and cookies are used.

15. CONTACT

15.1. The User can contact OnScale in matters relating to the Website, the Service or these Terms using one of the following channels:

15.1.1. e-mail: contact@onscale.org.

15.1.2. postal mail: Hoża Street 86/410, 00-682 Warsaw, Poland.

15.2. OnScale may contact the User using the same contact channels as set out above.

15.3. OnScale may also communicate with the User by sending the User an e-mail to the e-mail address that the User have previously provided to OnScale.

16. INTELLECTUAL PROPERTY

16.1. Unless otherwise indicated, the Content is the intellectual property of OnScale, is controlled or licensed by OnScale, and is protected by law, in particular by copyright law, trademark law, and laws against unfair competition.

16.2. The content may not be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold,

licensed, or otherwise used for any commercial purpose without the express prior written consent of OnScale.

17. RISKS ASSOCIATED WITH THE PROVISION OF ELECTRONIC SERVICES

- 17.1. Onscale hereby informs you that the primary risks associated with the use of the Services include, in particular:
- 17.1.1. malware — various types of applications or scripts designed to cause harm, commit crimes, or act maliciously against the User's information and communications technology system or network, such as viruses, worms, and Trojan horses;
 - 17.1.2. spyware and tracking software that collects information about the User and sends it — usually without the User's knowledge or consent—to the program's administrator,
 - 17.1.3. spam — unwanted and unsolicited electronic messages sent simultaneously to multiple recipients, often containing advertising content;
 - 17.1.4. phishing for confidential personal information (e.g., passwords) by impersonating a trustworthy person or institution;
 - 17.1.5. hacking into the User's information and communications system using hacking tools;
 - 17.1.6. cryptographic analysis — the ability to identify vulnerabilities in a cryptographic system in order to break or circumvent it.

18. FINAL PROVISIONS

- 18.1. These Terms enter into force on [...], 2026.
- 18.2. If any provision of these Terms is declared invalid or ineffective in whole or in part by a court of law or another competent authority, or if the invalidity or ineffectiveness of any provision of these Terms results from binding legal provisions, or if any provisions prove impossible to implement in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.
- 18.3. In matters not regulated by these Terms, the relevant provisions of Polish law shall apply. For the avoidance of doubt, it is considered that none of the provisions of these Terms shall limit the rights of the Consumer under the applicable mandatory law. In the event of the occurrence of a provision of this nature, the provisions of the applicable law shall apply.