

# Insight Terms of Service (ToS)

(effective from October 29th 2024)

## §1 General Provisions

1. These ToS outline the types and scope of services provided electronically by Kontomatik via the Platform, the terms for providing these services, the rights and obligations of the parties, the conditions for concluding and terminating the contract for electronic service provision, and the complaints procedure.
2. The ToS are available for free on the website [insight.kontomatik.com](https://insight.kontomatik.com) in a form that allows for downloading, performing, storing, and printing.
3. The Insight Platform is available 24 hours a day, 7 days a week, except for data updates and maintenance breaks.
4. Usage of the Platform is based on an electronic service provision agreement within the meaning of the provisions of the Act.

## §2 Definitions

1. **API / API Interface** - application programming interface enabling integration and communication between Kontomatik Systems and the Client's IT infrastructure.
2. **Acceptance of the ToS** - the action of confirming that the Client or User has read the ToS and agrees to abide by its provisions (in the case of Users whose Account is linked to multiple Client Accounts, the Acceptance of the ToS will apply to each of the Client Accounts).
3. **Authentication Data** - data, methods, and tools used for Authentication.
4. **End-User Data** - data about the End-User and their payment accounts obtained particularly as a result of services provided to them.
5. **Business Day** - any day of the week from Monday to Friday, excluding public holidays in the Republic of Poland.
6. **Client** - a natural person running a business (sole proprietor) or professional activity, a legal person, or an organizational unit without legal personality granted legal subjectivity by relevant legislation, which has signed a Cooperation Agreement with Kontomatik.
7. **Client Account** - a set of permissions and resources assigned to the Client for using the Platform in accordance with the scope of the Cooperation Agreement.
8. **User Account** - A set of permissions and resources assigned to a User for using the Platform, assigned per the Client's instructions.
9. **Test Account** - a subset of the Client Account allowing actions within services provided on the test environment of Kontomatik Systems.
10. **Production Account** - a subset of the Client Account allowing actions within services provided on the production environment of Kontomatik Systems.
11. **Kontomatik** - Kontomatik sp. z o.o., based in Warsaw at ul. Prosta 51, 00-838 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000338706, with registration documents stored by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, NIP: 5213542911, REGON: 142043500, with share capital of 250,000.00 PLN.
12. **Kontomatik Personnel** - persons authorized by Kontomatik to manage the Systems, including the Insight Platform.
13. **ToS** - these Terms of Service for the Insight Platform.

14. **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 personal data and on the free movement of such data, and repealing Directive 95/46/EC.
15. **Insight Platform / Platform** - an IT tool supporting activities related to the performance of the Cooperation Agreement, especially in the area of configuring and managing individual Services, granting permissions, providing information, and mutual communication.
16. **Kontomatik Systems** - the set of all IT applications made available to the Client to support the execution of the Cooperation Agreement.
17. **Party** - Kontomatik and/or the Client.
18. **Cooperation Agreement** - the agreement concluded between the Client and Kontomatik, particularly regulating the conditions for providing and using selected Kontomatik Services.
19. **Kontomatik Services / Services** - services provided to Clients or End-Users in accordance with the scope of the Cooperation Agreement.
20. **Service Operations** - Services under the regulations of the Act provided by Kontomatik via the Insight Platform.
21. **Act** - The Polish Act of 18 July, 2002 on Providing Services by Electronic Means. (Dz.U. 2002 No. 144, item 1204) .
22. **Service Provider** (within the meaning of the provisions of the Act) - Kontomatik.
23. **Service Recipient** (within the meaning of the provisions of the Act) - Client.
24. **Authentication** - the process of confirming the declared identity and permissions necessary to access the Client/User Account.
25. **User** - a natural person using the Client Account on behalf of and for the Client (including the Client themselves).
26. **End-User** (so-called “PSU” or “Payment Service User”) - a third party whose payment account data is analyzed using the Kontomatik Systems, which is a condition for accessing the Client’s service or product offering.
27. **2FA** - an additional authentication security measure, such as a code generated by an app installed on the User’s mobile device, SMS code, or another external authorization service chosen by Kontomatik.

### **§3 Scope of Service Operations**

1. Based on its functionalities, the Insight Platform allows the Client to use the following Service Operations:
  - a) provision of the Client Account;
  - b) provision of the User Account;
  - c) configuration and management of the Client Account, including granting, changing, and revoking relevant permissions;
  - d) configuration and management of User Accounts, including granting, changing, and revoking relevant permissions and their assigned roles;
  - e) downloading End-User Data in a format dependent on the type of Service from which they result (e.g. a report);
  - f) displaying End-User Data;
  - g) uploading and saving End-User Data in a format necessary for the execution of the relevant Service (e.g. a PDF file);
  - h) deleting End-User Data;
  - i) setting access conditions for the API interface (e.g. managing API keys);
  - j) generating access data necessary for executing some types of Services (e.g. access codes);
  - k) ongoing communication regarding service provision and quality levels (e.g. reporting issues with the API or server performance, informing about planned technical changes);

- l) adding to the list of subscribers email addresses of individuals who do not have a User Account but, on behalf of the Client, will participate in the communication referred to in point k) of this section;
  - m) access to and downloading the Service usage statistics.
2. Access to the Platform's functionalities may be limited based on the scope of the Cooperation Agreement.
  3. Service Operations are provided for the duration of the Cooperation Agreement or until the conditions specified in §4(10) are met.

#### **§4 Client/User Account. Registration and Usage Conditions**

1. The Client Account is created by Kontomatik Personnel after signing the Cooperation Agreement.
2. The Client Account, depending on the terms of the Cooperation Agreement, may include access to a Test Account or a Production Account.
3. The Client Account is managed through the User Account(s).
4. User access to specific functionalities of the System may be subject to limitations based on the scope of the Cooperation Agreement and the permissions assigned to that User by the Client. The scope of permissions related to a given role is primarily defined in Appendix No. 1 to the ToS.
5. The process of setting up a User Account includes:
  - a) sending, via the Platform, by Kontomatik Personnel or an authorized User, an invitation to the designated person via email with a link directing them to the appropriate webpage for registration;
  - b) activation of the link by the designated person, followed by the following actions on the registration page:
    - i. creating a login;
    - ii. creating a password;
    - iii. configuring 2FA in accordance with the provided instructions;
6. The User accepts the ToS after creating an account upon first logging in to the Service or upon first logging in after the ToS have been entered, if the User created an account before their entry.
7. The registration invitation is valid for 7 days. After this period, a new invitation must be sent.
8. One User Account may be assigned to multiple Client Accounts. Each assignment may be linked to a different role.
9. A User Account assigned to a Client Account allows the execution of all actions in line with the assigned role on both the Test Account and the Production Account.
10. The User Account may be deleted:
  - a) as a result of a decision by the Client or an authorized User to remove the account;
  - b) due to the deletion of the Client Account, particularly at the moment the Cooperation Agreement is terminated;
  - c) if activities inconsistent with the ToS, the Cooperation Agreement, or the law are detected on the User Account;
  - d) if Authentication Data assigned to the User Account is stolen or lost; or it may be deleted after 12 months of inactivity (no login) on the account.
11. The Client acknowledges that deleting the User Account may result in the loss of access to some System functionalities, if that User Account covered all the Client's permissions for using the Platform.

#### **§5 Rights and Obligations of the Service Provider (Kontomatik)**

1. Kontomatik exercises due diligence to ensure continuous and uninterrupted Service provision, subject to sections 2-3 below and other provisions of the ToS
2. Kontomatik reserves the right to suspend, limit access to, or terminate Service Operations, particularly:

- a) when necessary to modify the technical method of Service functionality, conduct maintenance, update the Platform, or when a Service is no longer offered, particularly due to changes in the Cooperation Agreement or the Service Provider's general offer;
  - b) in special cases affecting the security or stability of the Platform;
  - c) when the Client's or User's actions go beyond the provisions of the ToS or Cooperation Agreement, are contrary to good practice or law, or may endanger data security or disrupt the Platform's operation.
3. Kontomatik is not liable for limited or unavailable access or malfunctioning of the System caused by:
    - a) the behavior of IT systems not administered by Kontomatik but essential for Platform availability and proper operation, such as outages or delays in data transmission;
    - b) circumstances of force majeure;
    - c) usage of the Platform by the Client or User (or anyone acting on their behalf) in a manner inconsistent with the ToS, Cooperation Agreement, good practice, or law;
    - d) and other situations unrelated to Kontomatik's non-performance or improper performance of duties affecting System quality and availability.
  4. Kontomatik retains legal protection over all content related to the Platform, including but not limited to software, databases, logos, and other graphic elements, including their selection and presentation.

#### **§6 Rights and Obligations of the Service Recipient (Client)**

1. The Client acknowledges that the use of the System is voluntary, and its purpose is to support processes related to using Kontomatik Services under the Cooperation Agreement.
2. The Client is obliged to properly train and authorize Users to process personal data (for which the Client is the data controller) accessible via the Platform in accordance with the applicable principles of personal data protection. The Client and Users must handle End-User personal data in compliance with GDPR and the Client's internal security regulations.
3. The Client and the User have the right to stop using the Platform at any time, with the understanding that this will result in the loss of access to Service Operations.
4. The Client Account and the User Account are non-transferable.
5. The Client is responsible for the accuracy, completeness, and timeliness of all data required for proper use of Service Operations by the Client and User.
6. To protect the Client's interests, the Client and Users must keep Authentication Data confidential. The Client is solely responsible for managing and securing Authentication Data and bears all consequences of its loss, theft, or unauthorized disclosure or use.
7. The Client and Users are also required to refrain from:
  - a) providing false or outdated information and personal data;
  - b) using the Service Operations or Platform to publish or transmit offensive or otherwise unlawful content;
  - c) copying, modifying, distributing, transmitting, or otherwise using any works and databases made available on the Platform, excluding fair use;
  - d) taking actions that may impede or disrupt the functioning or usage of the Platform.

#### **§7 Technical Requirements**

1. To use the Insight Platform, at least the following technical conditions must be met:
  - a) using a device with internet access and the latest version of Mozilla Firefox, Google Chrome, Safari, Opera, or Samsung Internet with standard configuration, including enabled cookies and JavaScript;
  - b) having an active email account;

- c) installing software that allows reading files in XLSX and PDF formats;
  - d) installing software that generates one-time access tokens as a second factor of user identification (2FA).
2. The Client is obligated to equip the device used to access the Insight Platform with antivirus software or take similar steps to secure the device against unwanted actions and to update software regularly.
  3. The costs of meeting the technical requirements necessary to use the Insight Platform (including adjustments due to changes during the term of the Cooperation Agreement) are borne by the Client.

## **§8 Personal Data**

1. Personal data of Users and Clients are processed in connection with access to the Insight Platform and the provision of Service Operations. The data controller is Kontomatik.
2. Personal data is processed for the purpose of providing Service Operations, especially for granting a license to the selected Insight Platform (legal basis: Art. 6(1)(b) GDPR).
3. Personal data may be transferred to entities providing technical, legal, or accounting services to Kontomatik.
4. Personal data will be stored for the period necessary to provide Service Operations or perform the Cooperation Agreement, and subsequently until the expiration of any potential claims or the legal obligation to retain data (whichever occurs later).
5. The User has the right to access their personal data, correct, delete, or restrict its processing, object to processing, and the right to data portability. The exercise of these rights must comply with Articles 16-21 GDPR and requires contact via the email address [iod@kontomatik.com](mailto:iod@kontomatik.com).
6. If Kontomatik processes personal data unlawfully, a complaint can be submitted to the President of the Polish Personal Data Protection Office.
7. If the Client provides Kontomatik with User data, the Client is the source of such data. The Client provides Kontomatik with data such as the name, email address, employer name, and job title, but not all categories are provided in every case.
8. Kontomatik uses cookies in the Insight Platform, i.e. text files stored on the User's computer. The cookies are not used to obtain any information about the User but to maintain the User's navigation parameters, login status, and aggregate statistical data about activity and preferences. The User can delete or change cookie settings in their browser, but this may result in difficulties in using the Platform.

## **§9 Complaint Procedure**

1. Complaints related to the Insight Platform should be submitted via email to: [support@kontomatik.com](mailto:support@kontomatik.com).
2. The complaint should contain the following information:
  - a) data identifying the entity submitting the complaint / name and surname of the person submitting;
  - b) a detailed description of the event that is the basis for the complaint (including the date of occurrence);
  - c) an email address for correspondence, particularly for sending a response to the complaint.
3. Kontomatik will consider the complaint within 21 days of receiving it unless additional information is needed. In such a case, the 21-day period begins from the date all necessary information is provided.

## **§10 Final Provisions**

1. In matters not regulated by these ToS, the provisions of the Cooperation Agreement and the Act apply.
2. Kontomatik reserves the right to make changes to the ToS. Changes will be communicated at least 14 days in advance via email linked to the User Account. Editorial corrections or changes that do not



affect the functioning of the Platform or the rights and obligations of the Client and Users do not constitute changes to the ToS.

3. Disputes related to the execution and interpretation of the ToS will be resolved by the common courts having jurisdiction over the Kontomatik registered office.

## Appendix No. 1 to the Terms of Service for the Insight Platform

<b>Functionality \ Role</b>	<b>OWNER</b>	<b>VIEWER</b>	<b>TECHNICIAN</b>
Managing User Accounts assigned to a Client Account – inviting, deleting, resetting 2FA, changing roles	YES	NO	NO
Viewing, downloading, and deleting End-User Data	YES	YES	NO
Viewing API usage statistics	YES	NO	YES
Managing API keys and other technical settings for API access	YES	NO	YES
Uploading End User Data (e.g. in PDF format)	YES	YES	NO
Generating access data necessary for executing some types of Services (e.g. access codes)	YES	YES	NO
Receiving updates from Kontomatik regarding the operation of the Services	YES	NO	YES
Adding email addresses to receive updates from Kontomatik regarding the operation of the Services.	YES	NO	NO