GENERAL TERMS

CREAIT.ME SIMPLE JOINT-STOCK COMPANY WITH ITS REGISTERED OFFICE IN WARSAW

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1. DEFINITIONS

Capitalised terms used in these General Terms and the Appendices shall have the meanings set out below, unless a provision of a Project Agreement or an Appendix expressly defines a given term otherwise.

CONCEPT	MEANING
CREAIT.ME	means CREAIT.ME a simple joint stock company based in Warsaw, ul. Juliusz Osterwy 39A, 04-808 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the City of Warsaw, XIV Economic Division of the National Court Register, under number KRS 0001161636, NIP 9522267907, REGON 541215291.
Confidential Information	means any information and data relating to CREAIT.ME, its Clients, suppliers and persons associated with them, obtained in connection with the implementation of the Project Agreement, and in particular any marketing, advertising, PR, commercial, financial, economic, legal, technical, production, organisational or administrative information.
Client	means a natural person conducting an economic activity, a legal person and an organisational entity without legal personality, a foreign entrepreneur and a representative of a foreign entrepreneur who includes or expresses a wish to conclude a Project Agreement with CREAIT.ME.
Civil Code	means the Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2024 item 1061 as amended).
Client Materials	means any content, documents, files, data, graphics, logos, trademarks, photographs, recordings, audio or video, texts, fonts and other material submitted by the Client to CREAIT.ME for use in the implementation of the Project Agreement, regardless of their format, medium and form of transfer.
Offer	means the offer prepared by CREAIT.ME on the basis of the information and guidelines indicated by the Client in the Request for an Offer.
General Terms	means the terms of cooperation between CREAIT.ME and the Client directly applicable to the Project Agreement, unless the Project Agreement expressly provides otherwise, available each time on the website www.creait.me.
CREAIT.ME Staff	means the employees of CREAIT.ME and natural persons, including those carrying out individual economic activities, engaged by CREAIT.ME on the basis of a civil contract (service contract, work contract, etc.).
Project	means the work resulting from the Project Agreement, as well as any technical and design documentation created during the implementation of that Agreement (unless otherwise decided by the Parties in the Project Agreement).
Project Task	means a temporary undertaking to create a Project or to perform a Service implemented on the basis of an Offer.
Force Majeure	is the cause of an accidental or natural event, unavoidable, which is not controlled by man. Circumstances bearing the features of the Force Majeure are considered to be: war activities having an indirect influence on the capacity of CREAIT.ME or Client to implement the Project Agreement, strikes, general strikes and lockouts, lasting more than 30 days, emergency states, including in particular the state of natural disaster, emergency and martial law, introduced in the territory of the Republic of Poland or any other country in which CREAIT.ME, The Client or entities cooperate with them in the course of the implementation of the Project Agreement shall have their seat, branch or representation, circumstances arising from the activities of natural forces, including in particular floods, droughts and hurricanes.

CONCEPT	MEANING
Project Agreement	means a contract having the character of a work contract within the meaning of Article 627 et seq. Civil Code of Content resulting from this General Terms and accepted by the Client Offer.
Services	means the creation of multimedia content using generative artificial intelligence (Gen AI), in particular including the creation of films, animations, images, graphics, illustrations, sounds, music and other forms of digital creative content, as well as the composition and breaking of books, the design and formatting of printed and digital publications, for the benefit of the Client, each time specified in the Offer.
Works	works within the meaning of Article 1(1) of the Act of 4 February 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2022 item 2509 as amended) created by CREAIT.ME Staff in the execution of the Project Agreement.
Fee	means the Fee of CREAIT.ME under the Project Agreement, determined in accordance with the provisions of point 7 below.
Request for Offer	means request for information / RFI (information request), request for proposal / RFP (proposal request) or request for quote / RFQ (request for quotation).

2.

CREAIT.ME BUSINESS ACTIVITY

2.1 CREAIT.ME declares that it conducts business activities in the field of multimedia content creation services using generative artificial intelligence in the Republic of Poland, as well as beyond its borders. In the scope of the above-mentioned CREAIT.ME activities has the appropriate knowledge, experience, as well as qualified staff of artificial intelligence specialists, graphic designers, assemblers and managers.

2.2 In particular, CREAIT.ME offers services to create and develop digital content, including in terms of generating images and graphics, creating and editing films, designing 2D and 3D animations, composing music and sound effects, creating product visualizations, generating creative texts, designing marketing materials, creating digital characters and avatars, editing and modifying existing content, personalizing graphic style, creative concepts and managing projects (Project Management).

2.3 CREAIT.ME undertakes to comply with ethical standards for the use of generative artificial intelligence, including transparency of the creation process, efforts to eliminate prejudices in generated content and respect for copyright. CREAIT.ME reserves the right to refuse to implement elements of the Project that could violate these standards or serve purposes contrary to ethical principles.

3. SUBJECT MATTER OF THE GENERAL TERMS

These General Terms specify the process and conditions of conclusion by CREAIT.ME and the Client of Project Agreements. Under the Project Agreement – CREAIT.ME undertakes to carry out the Project, in accordance with the Offer, based on guidance and guidance provided by the Client, using the best knowledge and skills and with due care.

4. PROCEDURE FOR CONCLUDING PROJECT AGREEMENTS

4.1 Client interested in using the services provided by CREAIT.ME submits a Request for an Offer via email containing information necessary to submit the Offer by CREAIT.ME.

4.2 CREAIT.ME will confirm to the Client receipt of the Request for an Offer and inform about the expected date of the submission of the Offer. If necessary – before submitting the Offer, CREAIT.ME will contact the Client by phone or via email to specify the scope of the Offer. The offer will include all elements relevant for the implementation of the Project Agreement, including the determination and value of the Fee, as well as the deadline for acceptance of the Offer by the Client.

4.3 Confirmation of acceptance of the Offer by the Client should be made within the time limit indicated in the Offer, by persons authorised to represent the Client. After the expiry of the deadline indicated in the Offer, confirmation of acceptance of the Offer by the Client will only be effective if the validity of the Offer is confirmed by CREAIT.ME.

4.4 The provisions of Article 681 § 1 and Article 682 of the Civil Code shall not apply to the acceptance of the Offer by the Client.

4.5 At the time of effective confirmation of acceptance of the Offer by the Client, or – confirmation of the validity of the Offer – in the case described in section 4.3 in fine, The Parties shall conclude an agreement on the content indicated in the Offer (Project Agreement).

4.6 All activities related to the submission of the Request for an Offer, the preparation of the Offer and the conclusion of the Project Agreement shall be carried out by the Parties by means of electronic communication via email or in writing.

4.7 CREAIT.ME reserves the right to refuse to submit an offer in response to the Request for an Offer without giving a reason. In particular, CREAIT.ME may refuse to implement Projects which, in the opinion of CREAIT.ME, could infringe the laws, principles of social coexistence, good morals, the rights of third parties or are not compatible with the values represented by CREAIT.ME.

4.8 CREAIT.ME reserves that any information on Services provided by CREAIT.ME, directories, price lists and other offers and terms of cooperation made available by CREAIT.ME (both publicly and to a particular entity or entities) do not constitute Offers and only invitations to offer within the meaning of Article 71 of the Civil Code. This does not apply to statements in which CREAIT.ME expressly reserved differently.

5. CLIENT MATERIALS

5.1 The Client declares and guarantees that he has all rights, including intellectual property rights (author property rights, trademark rights, licenses, consents) to Client Materials, to the extent necessary for their use by CREAIT.ME in order to implement the Project Agreement.

5.2 Upon transfer of Client Materials, the Client shall grant a non-exclusive, unpaid license to use Client Materials to the extent necessary for the implementation of the Project Agreement, including in particular in fields of operation covering:

5.2.1 digital technique;

5.2.2 computer and server storage;

5.2.3 modify, process, adapt and merge with other works to the extent necessary for the implementation of the Project Agreement;

5.2.4 use as an element of Works created for the Client.

5.3 The licence referred to in Section 5.2 shall be granted for the period of implementation of the Project Agreement and shall expire upon its execution, subject to the right to retain copies of Client Materials for archiving and documentation purposes during the limitation period of claims under the Project Agreement.

5.4 The Client shall assume full and exclusive responsibility for any third party claims concerning Client Materials, in particular claims for copyright infringement, trademark rights, industrial designs or other intellectual property rights. In the event of such claims against CREAIT.ME, the Client shall exempt CREAIT.ME from liability and shall pay all costs incurred by CREAIT.ME in connection with such claims, including legal defence, damages, redress and settlement costs.

6. PERFORMANCE OF THE AGREEMENT

6.1 CREAIT.ME undertakes to inform the Client about the state of work on the Project Task, including the implementation of the various stages of the Project Task and, if necessary, the need to make changes to the Project Task. If necessary, changes to the Project Task shall be maintained by the Parties and shall agree on any issues that need to be changed in relation to the provisions of the Project Agreement or Offer.

6.2 The time limits for the implementation of the Project Task indicated in the Offer are set in weeks. If a week is free of work on the basis of the relevant provisions of the Act of 18 January 1951 on days off from work (i.e. Journal of Laws of 2025 item 296), such week shall not be taken into account in the implementation of the Project Task.

6.3 The lack of cooperation of the Client or selected third parties in the implementation of the Project Agreement provides the basis for unilaterally changing the project schedule by CREAIT.ME taking into account the delay.

6.4 The Client is not entitled to issue orders to CREAIT.ME Staff, and CREAIT.ME is not entitled to issue instructions to employees or employees of the Client. Consultations between CREAIT.ME teams and Clients cooperating with the Project are conducted by team managers who can give each other instructions on the implementation of the Project.

6.5 Changes to the Project Task which affect the modification of the Offer will be effective from the time of the conclusion by the Parties of an annex to the Project Agreement, in written, electronic or documentary form, unless the content of the Annex results in a different date of entry into force of those amendments. Effective implementation of changes to the Project Task may also take place by presenting to the Client an offer that takes into account the changes made to the Project Task and the lack of reservations by the Client within 2 (in words: two) working days.

6.6 The Client undertakes to provide CREAIT.ME with all the relevant information necessary for the implementation of the Project Task, in particular the guidelines and assumptions to be met by the Project at a particular stage of design or development in the form and extent necessary for the proper implementation of the Project Task, industry standards, used and applied technical solutions – the so-called best practices and others, which are necessary or allow to carry out the Project Task according to the Client's assumptions.

7. ACCEPTANCE OF THE PROJECT

7.1 Upon completion of the Project, CREAIT.ME will provide the Client with a complete Project in an agreed location on the agreed IT infrastructure, informing the Client of the Project's readiness to receive by e-mail sent to the address indicated in the Project Agreement. If partial receptions are provided in the Offer, CREAIT.ME will provide the Client with the various parts of the Project according to the schedule specified in the Offer.

7.2 The Client has the right to submit comments or defects to the Project within 3 (in words: three) days from the date of receipt of the information about its availability, with the exception that:

7.2.1 the defects are justified in conformity with the requirements of the Project Agreement or Offer. CREAIT.ME undertakes to remove all defects without additional Fee.

7.2.2 comments are suggestions for changes in accordance with the Client's preferences, going beyond the scope laid down in the Project Agreement or Offer. As part of the Fee, the Client is entitled to a maximum of two (2) rounds of comments. Any additional round of comments will be made for additional Fee.

CREAIT.ME undertakes to take into account defects and comments within 7 (in words: seven) days from their receipt, unless this requires a longer period of time, as CREAIT.ME will inform the Client.

7.3 After making the amendments in accordance with paragraph 7.2 above, CREAIT.ME will again make the Project or part of it available to the Client, informing him of this fact. The provisions of point 6.2 shall apply mutatis mutandis.

7.4 In the case of partial receipts, any part of the Project to which the Client has not submitted comments within the time limit specified in point 7.2 shall be deemed to have been definitively accepted by the Client. At the end, the Client will be able to comment only on elements that have not previously been the subject of partial receptions.

7.5 If the Client does not submit any comments within 3 (three) days after the project or part of the Project has been made available to him, the Client shall be deemed to have received without reservation. Such reception has the same power as the reception clearly confirmed by the Client.

7.6 Where the Client uses the Project or part of it before the deadline for submitting comments, the Client shall be deemed to have made the receipt by starting to use the Project or part of it.

7.7 Receipt of the Project or part of it (whether by not submitting comments or defects within the time limit, or by clearly confirming whether by starting to use) is equivalent to confirmation of the correctness of the implementation of the Project Agreement by CREAIT.ME in the scope of the receipt and provides a basis for issuing a VAT invoice and for waiving any claims A client in this area.

8. FEES

9.1.1 CREAIT.ME will determine in each offer the basis for the calculation of the Fee for the implementation of the Project Agreement ("Fee") by indicating:

9.1.2 a flat-rate Fee for the implementation of the Project (Fixed Price) or;

9.1.3 hourly rate for Project (T&M Fee)

and other factors affecting the value of Fee.

9.2 CREAIT.ME's Fee for the implementation of the Project Agreement may also be mixed, i.e. part of the Fee will be paid in the Fixed Price formula and partly under the T&M formula.

9.3 If the Offer has not established the rules for the settlement of T&M Fee, it will take place during the monthly periods, in such a way that CREAIT.ME will issue a VAT invoice for the work carried out on the Project Task in the previous month on the basis of the term sheetu', to which the Client did not object within 2 (in words: two) working days from the moment of delivery to the Client.

9.4 The Client is obliged to pay an advance of 50% (in words: fifty percent) of the agreed Fixed Price Fee, and in the case of T&M Fee of the amount indicated in the Offer within 7 (in words: seven) days from the date of acceptance of the Offer. CREAIT.ME will issue an advance invoice for the advance immediately after acceptance of the Offer by the Client. The remainder of the Fee will be paid after the Project or its parts are received in accordance with the schedule specified in the Offer.

9.5 CREAIT.ME shall have the right to suspend work on the Project until the advance referred to in point 7.4 has been received. The delay in payment of the advance by the Client results in a corresponding postponement of the implementation dates of the Project without any liability by CREAIT.ME for this reason.

9.6 The CREAIT.ME Fee will be fixed at the net rate and when the VAT invoice is issued by CREAIT.ME will be increased by the VAT value at the rate in force at the time of the invoice.

9.7 The Client is obliged to provide CREAIT.ME with all the data necessary for the issue of the VAT invoice, including in particular the VAT Act of 11 March 2004 on the VAT on goods and services (i.e. OJ of 2025 item 775 as amended), at the latest during the first 3 (in words: three) working days after acceptance of the Offer by the Client. If the above data is changed, the Client is obliged to submit new data to CREAIT.ME immediately, but no later than 3 (in words: three) working days from the date of the change. The lack of effective transmission of information about the change of data by the client within the specified period entitles CREAIT.ME to issue a VAT invoice using the previously held data of the client.

9.8 CREAIT.ME will be paid within 14 days of the date of issue of the VAT invoice and for the account specified in the VAT invoice. The date of payment of the Fee shall be considered the date of recognition of the CREAIT.ME bank account of the amount indicated on the VAT invoice. On the basis of this General Terms Client authorizes CREAIT.ME to issue VAT invoices without signature.

9.9 In case of late payment of Fee, CREAIT.ME may charge the Client interest of statutory interest for delay in commercial transactions and compensation within the meaning of the provisions of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions (i.e. OJ of 2022 item 893 as amended).

9.10 In the event of a delay of the Client in payment of any claim to CREAIT.ME resulting from a particular Project Agreement or any other legal relationship between the Parties, exceeding 3 (in words: three) days, CREAIT.ME has the right to suspend the implementation of the Project until all outstanding payments have been settled, without any liability. The period of suspension of implementation of the Project for this reason increases the deadline for implementation of the Project accordingly, and CREAIT.ME is not liable for delay in implementation of the Project Agreement resulting from such suspension.

9.11 All travel expenses of CREAIT.ME Staff incurred by CREAIT.ME in connection with the implementation of the Project, in particular the costs of travel from the premises of CREAIT.ME to the premises of the Client by means of private and public communication, the costs of accommodation at the hotel with a standard of at least 3 (in words: three) star and food costs, shall be charged to the Client, unless the Offer provides otherwise or the Parties determine separately other rules for the settlement of travel costs.

9.12 The clearance of travel expenses of CREAIT.ME will be made during the monthly periods, in such a way that CREAIT.ME will invoice the costs incurred during the period with the addition of the CREAIT.ME margin of 5%, unless the Offer provides otherwise or the Parties determine separately other rules for the settlement of travel costs.

10.LIABILITY OF CREAIT.ME

10.1 CREAIT.ME is not responsible for the compatibility of the content produced (including films, animations, graphics, images, sounds and other materials) with the law, good customs, ethical or social standards. In particular, the Client using the Project outside the borders of the Republic of Poland is obliged to verify the compliance of the content with local law and standards.

10.2 CREAIT.ME is not responsible for malfunctioning the Project due to modifications made by the Client or third parties without the permission of CREAIT.ME.

10.3 CREAIT.ME is not responsible for violating third party intellectual property rights if this breach results from the use of generative artificial intelligence models over which CREAIT.ME does not have full control. The Client acknowledges that generative artificial intelligence technologies can create content similar to existing works and accept the associated risks.

10.4 The Client is solely responsible for complying with the laws in force at the place where the Client uses the Project, including in particular provisions requiring marking or disclosure of the fact that artificial intelligence is used when creating content. CREAIT.ME is not obliged to inform the Client about the applicable regulations or to verify compliance of the Client with the provisions of the law of the place of its use.

10.5 CREAIT.ME is not responsible for the timely implementation or lack of implementation of the Project if it is due in particular to the lack of cooperation of the Client or a third party during the implementation of the Project Task, the introduction of changes to the Project Task after acceptance of the Offer by the Client or the lack of provision of the required information or documentation.

10.6 The total liability of CREAIT.ME for failure or inadequate implementation of the Project Agreement is limited to the amount actually paid Fees by the Client during the last 12 (say: twelve) months preceding the occurrence of the event triggering liability of CREAIT.ME.

10.7 CREAIT.ME is not responsible for the failure or incorrect execution of the Project Agreement due to the occurrence of the Force Majeure. In the event of circumstances having the character of the CREAIT.ME Force Majeure, it will be exempted from the obligations under the Project Agreement in whole or in part. CREAIT.ME within 3 (in words: three) days from the occurrence of the Force Majeure will inform the Client of such a circumstance and of the expected duration of the event.

10.8 The liability of CREAIT.ME under the warranty (Article 558 of the Civil Code) is excluded. The Client cannot claim from CREAIT.ME under the provisions of the Civil Code on the warranty.

11. RIGHT TO WITHDRAW FROM THE PROJECT AGREEMENT

11.1 CREAIT.ME will be entitled to withdraw from the Project Agreement in case of:

11.1.1 CREAIT.ME will immediately notify the Client in the form of a call, describing the lack of required cooperation from the Client and the impact of the above on the implementation of the Project Agreement. CREAIT.ME will set a deadline for the Client to undertake the required cooperation, not less than 7 (say: seven) days, after which CREAIT.ME will be entitled to withdraw from the Project Agreement;

11.1.2 remain by the Client in delay in payment of any cash liability to CREAIT.ME (for any title) for a period longer than 30 (say: thirty) days. In this case, CREAIT.ME will send a call to the Client to pay outstanding debts, setting a deadline not less than 7 (say: seven) days. In the event of an unsuccessful expiry of the proposed deadline, CREAIT.ME may withdraw from the Project Agreement. This clause modifies the provisions on withdrawal from the Project Agreement in case of delay of the debtor.

11.2 In the event of a gross breach by CREAIT.ME of the provisions of the Project Agreement, resulting in its failure to execute or to execute it properly, the Client will call on CREAIT.ME to accede to the implementation of the Project Agreement in accordance with its obligations, indicating at the same time the weaknesses which, in the Client's opinion, lead to the non-execution or improper execution of the Project Agreement. At the same time, the Client will specify the CREAIT.ME term (cure period), not less than 30 (in words: thirty) days to join the proper implementation of the Project Agreement. In the event of an unsuccessful expiry of the specified deadline, the Client will be entitled to terminate the Project Agreement. This right shall not be granted in the event of minor deficiencies which are not relevant to the implementation of the obligations of the Parties under the Project Agreement and which do not affect the quality or timing of the project.

11.3 Each Party shall have the right to withdraw to the Project Agreement in the event of an event of a Force-like nature lasting continuously longer than 30 days (in words: 30) and affecting the inability to implement the Project Agreement in a predictable time frame.

11.4 The withdrawal from the Project Agreement by either Party shall be effective only on the part of the work which has not been received by the Client until a declaration has been made from the Project Agreement.

11.5 In the event of withdrawal from the Project Agreement in accordance with points 9.1 to 9.3 above, CREAIT.ME shall be entitled to Fee for the work carried out until any Party has made a declaration of withdrawal from the Project Agreement.

11.6 In the situation described in paragraph 9.4 above, The Parties shall, within a period of not more than 7 (say: seven) days, undertake the acceptance of the work not previously covered by partial reception, whether or not it is completed at the time of receipt.

11.7 The declaration of withdrawal from the Project Agreement by each Party shall require for its effectiveness written form, subject to the rigor of nullity. Each Party may exercise the right to withdraw from the Project Agreement within one month of the date of the occurrence of the event giving it the right to withdraw from the Project Agreement.

12. SUBCONTRACTORS

12.1 CREAIT.ME is entitled to entrust the implementation of the Project in whole or in part to entities other than CREAIT.ME Staff.

12.2 CREAIT.ME will provide the Client with a list of subcontractors cooperating in the implementation of the Project.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 CREAIT.ME declares that according to his best knowledge, the works do not violate third party intellectual property rights. At the same time, the Client acknowledges that due to the specificity of generative artificial intelligence, CREAIT.ME cannot guarantee that the works will be completely free from similarities to existing works, which is an inherent risk associated with the use of this technology. In case of claims made to the Client by third parties concerning violations of intellectual property rights by the Works, the Parties will cooperate to minimise potential damages, and CREAIT.ME, if possible and to a reasonable extent, will make the necessary modifications to the Works or propose alternative solutions.

13.2 Where works are created in the framework of the implementation of the Project Agreement, CREAIT.ME shall grant the Client a licence in accordance with the principles set out in Annex 1 to the General Terms. If the Offer so provides, CREAIT.ME may transfer to the Client copyrights to the Works under the terms set out in Annex 2 provided that the form of a written contract transferring intellectual property is maintained and provided that the entire Fee is paid.

13.3 Unless otherwise provided for in the Offer, The Fee includes a fee for the licensing and an appropriate transfer of copyright to the Works. The granting of the licence and the corresponding transfer of copyright shall take place on and subject to payment of the full amount of Fee.

14. NON-POACHING / NON-ENTICEMENT

14.1 The Client during the duration of the Project Agreement and for a period of 2 (in words: two) years from the date of completion of the last of the Contracts (by completion of the implementation of the Contracts they understand the final settlement of the last of the Contracts by payment of the full amount of the last VAT invoice due), without prior authorisation of CREAIT.ME (expressed in writing under the terms of cancellation), will not be:

14.1.1 offer cooperation (regardless of its legal form) to CREAIT.ME Staff;

14.1.2 urge CREAIT.ME Staff to terminate the employment relationship or any other legal relationship linking them to CREAIT.ME.

14.1.3 employ or cooperate with CREAIT.ME Staff.

14.2 This restriction also applies to former members of the CREAIT.ME Staff whose employment or civil law relationship expired during the period indicated in point 13.1 in principalio.

14.3 In the event of a breach by the Client of the provisions of point 13.1 above, CREAIT.ME will be entitled to claim from the Client the payment of a guarantee of EUR 30,000 (say: EUR 30 000) for each case of infringement. The reservation of the guarantee does not exclude the possibility for CREAIT.ME to pay compensation for the amount of the reserved guarantee.

15. CONFIDENTIALITY

15.1 Any Confidential Information obtained by CREAIT.ME or Client in the course of the implementation of the Project Agreement, including any technical, technological, economic, financial, commercial, legal and organisational information concerning CREAIT.ME or Client, conditions for the conclusion and implementation of the Project Agreement, including the Fee, regardless of the form of such information and their sources, shall be confidential and may not be disclosed to any third party unless the entity from which they were obtained agrees in writing.

15.2 Confidential information shall not constitute:

15.2.1 information commonly known, unless disclosure has occurred as a result of a breach of the obligations set out in this paragraph.

15.2.2 information previously disclosed by a Party which is exclusively relevant or has been transmitted by a Party, with the exception of the obligation of confidentiality.

15.2.3 information to be disclosed by the Party in accordance with mandatory legal provisions, on the basis of a decision or a decision of an authorised public authority.

15.3 Confidential information is a business secret within the meaning of Article 11(2) of the Act of 16 April 1993 on combating unfair competition (i.e. OJ of 2022 item 1233 as amended), and breach of the obligation to keep confidential Information may constitute an act of unfair competition referred to in Article 3 of the abovementioned Act.

15.4 CREAIT.ME shall use its best efforts to protect Client Confidential Information necessary for the implementation of the Project Agreement and undertakes not to disclose, not to transmit or to use them in its own business, to a extent greater than necessary for the implementation of the Project Agreement.

15.5 CREAIT.ME and the Client will inform each other of any breach of the obligation to keep confidential information confidential, including in particular disclosure to third parties without the consent of the holder of the information, destruction or damage to the medium on which the Confidential Information, theft or loss of Confidential Information was stored.

15.6 Regardless of the confidentiality provisions, unless the Client objects in written or documentary form, CREAIT.ME has the right to inform about the fact of cooperation with the Client and about the implemented Projects in its marketing materials, portfolios and social media, and to use the company (names) The Client and his trademarks only for the purpose of informing about cooperation.

16. PERSONAL DATA PROTECTION

16.1 CREAIT.ME will process the personal data of the Client's representatives provided in the course of the implementation of the Agreement exclusively for the purposes related to the implementation of the Agreement.

16.2 The basis for the processing of personal data is Article 6(1)(f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) – the legitimate interest of the controller in the need to properly implement contracts with Clients.

16.3 The controller of personal data of representatives of the Client is CREAIT.ME. Detailed rules for the processing of personal data by CREAIT.ME are available at https://creait.me/privacy-policy and apply to the Agreements described in the General Terms.

17. NOTICES

17.1 Any notice, notification, arrangement, consultation, call, information, indication, consent, transmission of information or data, requests, statements, reports or other correspondence made in relation to, or in connection with, the implementation of the Project Agreement, or related to matters identified in the Project Agreement, unless otherwise agreed by the Parties, shall be made in writing in Polish and shall be served on the Party to receive the correspondence in question: (i) in person, (ii) by registered mail or (iii) by courier service, in each case with the additional requirement to send copies of the letter also by email, to its address indicated in the Offer (or to another address indicated by such Party by written notification to the other Parties in advance of at least 5 (in words: five) working days and in compliance with the requirements of this Point).

17.2 Failure to take correspondence addressed to the address determined in accordance with point 15.1 above within 14 days (in words: fourteen) shall result in the recognition that the consignment has reached the addressee.

17.3 The Parties shall assume that the date of personal receipt, the date of expiry of the time limit for the receipt of the received mail, the date of actual receipt of the registered mail or the date of receipt of the courier mail shall be considered as the date on which the consignee is informed of the contents of the letter and shall have legal effect from that date.

18. FINAL PROVISIONS

18.1 If any provision of this General Terms is declared invalid, unlawful or impracticable for any reason, such provision shall be demarcated and omitted and the other provisions of this General Terms shall be fully binding and effective as if these General Termss were concluded without such provision. In the event that the extent of the nullity or impracticability found prevents the attainment of the objective of this General Terms, the parties shall without delay enter into negotiations in good faith in order to remedy the effects of such nullity or impracticability and to replace the invalid provision by such a valid and effective provision, which shall as far as possible correspond to the intentions of the parties concerning such replacement.

18.2 Any disputes relating to the conclusion and execution of Project Agreements concluded under this General Terms will be settled by the local court competent for the headquarters of CREAIT.ME. The law applicable to dispute settlement is Polish law.

18.3 In the event of discrepancies in the meaning and interpretation of the provisions of the General Terms in the Polish and foreign versions, the Polish version is decisive.

18.4 If any of the provisions of the Offer are contrary to the provisions of the General Terms, the decision of the Offer will be decisive.

19. APPENDICES

Appendix 1 Licensing Terms

Appendix 2 Template Agreement on the Transfer of Economic Copyrights