Terms of Service for the Provision of Services by Electronic Means

dotty application for beauty salons

Issued under the Act of 18 July 2002 on the Provision of Services by Electronic Means. In force from 2 November 2026 (previous wording from 18 September 2026)

§ 1 Introductory provisions

1. **Subject matter of the Terms.** These Terms set out the rules and conditions on which the Service Provider provides Services by electronic means to Salons, including in particular: the conditions for providing the Services, technical requirements, the rules for concluding and terminating the Agreement, the rules on payment, the complaints procedure, the rules on liability, matters relating to personal data and intellectual property rights. These Terms constitute terms and conditions (*regulamin*) within the meaning of Article 8 of the Act on the Provision of Services by Electronic Means and are made available free of charge before the Agreement is concluded, in a manner that allows them to be obtained, reproduced and recorded.

2. **Service Provider.** The entity providing the Services on the terms described in these Terms is DOTTY spółka z ograniczoną odpowiedzialnością with its registered office in Brzeg, ul. Księcia Jerzego II Piasta 11 lok. 3, 49-300 Brzeg, KRS 0001262238, NIP 7471938413, REGON 545534722, which may be contacted by writing to kontakt@dotty.pl or by calling +48 784 333 904.

3. **Manner and form in which the Terms are made available.** The current text of the Terms is published on the Website at https://dotty.pl/regulamin/ and is also available from within the Application. The Terms are available to everyone, including before the Agreement is concluded.

4. **Relationship with Salon Clients.** These Terms do not govern the legal relationship between a Salon and a Salon Client. The only service provider in relation to a Salon Client is the Salon, which issues in its own name the Terms for Salon Clients as well as its own privacy policy and information notice. The Service Provider does not conclude an agreement for the provision of services by electronic means with a Salon Client.

5. **Acceptance of the Terms.** Acceptance of the Terms is a condition for concluding and performing the Agreement. The provisions of these Terms do not exclude or limit the rights of a Consumer or of an Entrepreneur with Consumer Rights arising from generally applicable law.

6. **Addressee of the Service.** The Service is intended for entrepreneurs in connection with the business they conduct. By concluding the Agreement, the Salon represents that it conducts business activity and that the Agreement is of a professional nature for it. The Service Provider does not provide Services to Consumers and does not conclude Agreements with Consumers. If, however, despite the representation made, the Agreement is not of a professional nature for the Salon, the Salon shall have the rights of an Entrepreneur with Consumer Rights, including the right to withdraw from the Agreement set out in § 11.

§ 2 Definitions

The terms used in these Terms, whether in the singular or the plural, have the following meaning:

- **Service Provider** – DOTTY spółka z ograniczoną odpowiedzialnością with its registered office in Brzeg, ul. Księcia Jerzego II Piasta 11 lok. 3, 49-300 Brzeg, entered in the register of

entrepreneurs of the National Court Register (*Krajowy Rejestr Sądowy*) under number KRS 0001262238, NIP 7471938413, REGON 545534722, share capital PLN 6,000.00, e-mail address: kontakt@dotty.pl, for personal data protection matters: rodo@dotty.pl, telephone: +48 784 333 904 (also referred to as "dotty").

- **Application** – the dotty software made available in the SaaS model as a web version at dotty.pl, within which the Service Provider provides the Service to Salons and enables Salon Clients to use a separate part of the Application, to the extent of the access granted to them by the Salon.
- **Website** – the Service Provider's website operating at dotty.pl, through which the Service Provider makes available, in particular, information materials and the possibility of concluding the Agreement.
- **Service** – a paid electronic service provided by the Service Provider to a Salon, namely providing access to the Application and enabling the use of the content and features available within it.
- **User** – any person who uses the Website or the Application, regardless of whether an Agreement has been concluded with the Service Provider, including Salon Staff.
- **Salon (Subscriber)** – an entrepreneur within the meaning of Article 43(1) of the Civil Code conducting business in the field of cosmetic, cosmetology or related services, to which the Service Provider provides Services under the Agreement.
- **Salon Client** – a natural person using the services of a Salon whose data the Salon enters into the Application or who enters such data themselves within a Salon Client Account created as a result of an Invitation.
- **Salon Account** – the Salon's individual profile in the Application through which the Salon manages the beauty salon it operates, including Salon Clients' data, appointments, treatment records and Analyses, and grants access to Salon Staff and sends Invitations.
- **Salon Client Account** – the individual profile of a Salon Client in the Application, set up by the Salon Client after receiving an Invitation, assigned exclusively to one Salon, enabling communication with the Salon, access to information made available by the Salon and the making of statements, including consents to the processing of data.
- **Sub-account** – access to the Salon Account granted to a person who is a member of the Salon Staff, to the extent resulting from the role assigned to that person.
- **Invitation** – a message sent from the Application on the Salon's instruction containing a one-time link enabling a Salon Client to create a Salon Client Account.
- **Salon Staff** – persons to whom the Salon has granted access to the Salon Account to the extent resulting from the role assigned.
- **Content** – data, materials and information transmitted to the Service Provider by a User for the purpose of their storage in the Application at the User's request, including Salon Clients' data, treatment records and Analysis results.
- **Analysis** – a single cosmetological analysis performed automatically in the Application using the analysis module, the result of which is a report (the "Report"). An Analysis is available in variants differing in scope: as a Standard Report and a PRO Report. The number of Reports covered by the Subscription and by a Report Package is expressed in units corresponding to a Standard Report. Performing an Analysis in the Standard Report variant reduces the pool of available Reports by one, and in the PRO Report variant by two.
- **Report Package** – a paid pool of additional Reports above the limit covered by the Subscription. The number of Reports indicated in the Subscription and in a Report Package corresponds to the number of units available in the pool; the number of Analyses that can be performed depends on the variants selected. Before an Analysis is started, the Application informs the Salon of the selected variant and of the number of Reports that will be deducted

from the available pool, as well as of the balance of the pool after the Analysis has been performed.

- **SMS Package** – a paid pool of additional SMS Units above the limit covered by the Subscription, acquired for the price indicated in the Price List.
- **SMS Unit** – a single segment of a text message, constituting the settlement unit of the message limit covered by the Subscription and of SMS Packages. One message sent to a Salon Client may use more than one SMS Unit, in particular where it contains characters outside the basic character set, including Polish diacritical characters, or where its length exceeds the capacity of one segment.
- **Subscription** – paid access to the Application under the selected Service Plan, in a Billing Period.
- **Service Plan** – a variant of the Subscription specifying the scope of the Application's features, the number of Reports and the number of SMS messages covered by the subscription fee, as described in the Price List.
- **Billing Period** – the period of provision of paid Services lasting 30 (thirty) days, counted from the date of confirmation of payment. The next Billing Period begins on the day following the end of the previous one.
- **Price List** – a list of the amounts of subscription fees, the number of Reports covered by the Subscription and the prices of Report Packages and SMS Packages, available at dotty.pl/cennik, forming an integral part of the Terms.
- **Order** – a declaration of intent made by the Salon to the Service Provider by means of the Order Form and aimed directly at concluding an Agreement for the provision of the Service with the Service Provider. Submission of an Order to the Service Provider by the Salon constitutes an offer to acquire the Service within the meaning of Article 66 § 1 of the Civil Code.
- **Registration Form** – an interactive form available on the Website or in the Application enabling the creation of a Salon Account.
- **Order Form** – an interactive form available in the Application enabling an Order to be placed.
- **Agreement** – the agreement for the provision of services by electronic means concluded between the Service Provider and the Salon on the terms set out in the Terms.
- **Data Processing Agreement** – the agreement for entrusting the processing of personal data referred to in Article 28 of the GDPR, concluded between the Salon as controller and the Service Provider as processor, constituting Appendix No. 2 to the Terms.
- **Privacy Policy** – the document setting out the rules for processing personal data for which the Service Provider is the controller, available at https://dotty.pl/polityka-prywatnosci/.
- **Cookie Policy** – the rules for the use of cookies on the Website and in the Application, as described in the Privacy Policy.
- **Consumer** – a natural person performing with an entrepreneur a legal transaction not directly related to that person's business or professional activity, within the meaning of Article 22(1) of the Civil Code.
- **Entrepreneur with Consumer Rights** – a natural person concluding an agreement directly related to that person's business activity, where the content of that agreement shows that it is not of a professional nature for that person, resulting in particular from the subject of the business activity performed by that person, as disclosed under the provisions on the Central Register and Information on Economic Activity (CEIDG).
- **Civil Code** – the Act of 23 April 1964, the Civil Code (*Kodeks cywilny*, "k.c.").
- **Act** – the Act of 18 July 2002 on the Provision of Services by Electronic Means (*ustawa o świadczeniu usług drogą elektroniczną*, "u.ś.u.d.e.").

- **Consumer Rights Act** – the Act of 30 May 2014 on Consumer Rights (*ustawa o prawach konsumenta*, "u.p.k.").
- **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 (in Polish: *RODO*).
- **Digital Services Act** – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services.

§ 3 General conditions for the provision of electronic services

1. **Features of the Website.** The Website is an informational website enabling users to become acquainted with the information made available on it by the Service Provider and to conclude the Agreement.

2. **Features of the Application.** The Application enables the User to create a Salon Account by means of the Registration Form, to maintain and keep the Salon Account, to place an Order by means of the Order Form (purchase of a Subscription) and to finalise the Order by submitting an offer to the Service Provider. Once the Salon Account has been created and the subscription fee has been paid, the Salon obtains access to a range of features designed for professionals operating in the beauty industry; in particular, the Application enables the Salon to:

    a) book appointments and keep a calendar, with reminders;
    b) keep a register of Salon Clients and treatment records;
    c) perform Analyses and record their results;
    d) manage the Salon's services, price list and costs;
    e) send Invitations and manage Salon Client Accounts;
    f) grant and revoke access for Salon Staff.

3. **Scope of the Subscription.** The Subscription covers all features of the Application: the appointment calendar with reminders (including the number of SMS messages specified in the Price List in each Billing Period) and the analysis module (including the number of Reports specified in the Price List in each Billing Period). The scope of available features depends on the selected Service Plan. The individual Service Plans are described in the Price List, available at: https://dotty.pl/cennik/. The Price List may provide for a different number of Reports or SMS messages for the first Billing Period. The number of Reports is expressed in pool units, and the SMS message limit in SMS Units.

4. **Nature of the analysis module.** The analysis module **solely** supports the Salon and Salon Staff in interpreting the condition of the skin and selecting skin care. Its result is cosmetological and informational in nature. **The Application is not a medical device, is not intended for diagnosing, preventing, monitoring, treating or alleviating diseases, and the result of an Analysis does not constitute medical advice, a diagnosis or a health care service** within the meaning of Article 2(1)(10) of the Act of 15 April 2011 on Medical Activity (*ustawa o działalności leczniczej*). The decision on the selection and performance of a treatment is taken solely by the Salon or Salon Staff, at their own responsibility. Information obtained within the analysis module is for illustrative purposes only and strictly requires assessment and verification by a human being who will decide on the appropriate course of action, having access to all the information, including a physical examination.

5. **Nature of the result.** The result generated by the analysis module is for illustrative purposes. The Service Provider does not guarantee its correctness or fitness for a particular purpose and is not liable for decisions taken on its basis by the Salon or Salon Staff. The Services offered by the Service Provider do not replace a medical consultation. The Application does not replace

a specialist consultation in cases that require one, in particular where the condition of the skin may indicate a disorder requiring medical diagnosis. The decision to refer a Salon Client to a doctor is taken by the Salon or Salon Staff.

6. **Use of an artificial intelligence system.** The analysis module uses a language model made available by an external provider acting as a sub-processor, indicated in the List of Sub-processors in the Data Processing Agreement, as well as the Service Provider's own tools operating exclusively within its infrastructure. An Analysis result generated with its involvement is marked in the Application as generated using artificial intelligence. The Salon undertakes to inform the Salon Client that an artificial intelligence system was used in preparing the Analysis result. The rules for transferring data to the model provider are set out in the Data Processing Agreement. The Application does not attach to the content transferred to the model provider any data identifying the Salon Client, in particular first name, surname or contact details. Content entered by the Salon or Salon Staff in descriptive fields is transferred to the model provider in the wording given by the Salon. The Salon undertakes not to include in those fields any data identifying the Salon Client and is responsible for their content. When transferring photographs of the skin, the Salon undertakes to crop them to the area covered by the analysis and not to include in them any data identifying the Salon Client. If the analysis requires a photograph showing the face, the Salon is responsible for informing the Salon Client of this and for obtaining the consent referred to in Article 9(2)(a) of the GDPR.

7. **Google Calendar integration (optional).** The Salon may connect the Application with its Google account so that appointments booked in the Application appear in its calendar and slots occupied in the calendar are blocked in the Application. The connection is made after authorisation by the Salon and may be disconnected at any time in the Application settings. The date and time of the appointment and the first name and first letter of the surname of the Salon Client are transferred to the Salon's calendar; the Salon Client's e-mail address, the content of the consultation questionnaire, the Analysis result and treatment records are not transferred. By default, the name of the service is not transferred to the calendar. The Salon may enable its transfer in the Application settings; the Salon then acknowledges that the name of the service may disclose data concerning the Salon Client's health and is responsible for the legal basis for such disclosure.

8. **SMS reminders (optional).** On the Salon's instruction, the Application sends Salon Clients SMS reminders of the appointment date via an SMS gateway operator. The Salon decides whether to enable reminders and is responsible for the legal basis for contacting the Salon Client. Within automatic notifications, only the Salon Client's telephone number, the appointment date and the Salon's name and telephone number are transferred to the operator. The content of the reminder does not include the name of the service or any other data concerning health. The message limit under a given Subscription is set out in the Price List, the limit being expressed in SMS Units. Once the available pool has been used up, the sending of SMS reminders is suspended until an SMS Package is acquired. Messages exceeding the available pool are not sent, and no additional liability arises on the part of the Salon on that account. An SMS Package is acquired for the price indicated in the Price List. Before a message is sent and before an SMS Package is acquired, the Application informs of the number of SMS Units that will be used or acquired. Unused SMS Units, including those acquired in SMS Packages, do not carry over to the next Billing Period. The Application also enables the sending of SMS messages whose content has been drafted by the Salon itself; the Salon alone is responsible for the content of such a message, including for not including in it any data concerning health.

9. **Browser notifications (optional).** The Application may send browser notifications concerning appointment dates, after the recipient of the notification has given consent in the browser. Notifications are delivered using the Web Push standard, via the push notification service

operator appropriate for the recipient's browser. The content of the notification is encrypted and is not available to the operator; the operator obtains access only to the address of the device to which the notification is directed and to the time of its delivery. The push notification service operator does not act on the instructions of the Service Provider or the Salon, does not receive the content of the notification from the Service Provider and is not a processor of data entrusted under the Data Processing Agreement; it processes the data of its users on its own behalf, on the terms set out in its privacy policy. Notifications do not contain Analysis results or data concerning health.

10. **Changes to the Application.** The Application's features are continuously developed. During the term of the Agreement the Service Provider may add new features, improve existing ones or remove obsolete or unused features, while maintaining the overall operation of the Application. Such changes do not constitute an amendment of the Agreement and do not require an amendment of the Terms.

11. **Technical requirements for using the Application.** Use of the Application requires: a device with Internet access, a current version of a web browser supporting JavaScript and cookies, an active Internet connection and an active e-mail address. The Application can be used both on workstations and on mobile devices.

12. **Cookies.** The Website and the Application use only cookies and other technologies that are strictly necessary for the provision of the service requested by the User, in particular for authentication and session maintenance. The Service Provider does not use analytical or marketing cookies on the Website or in the Application, does not profile Users and does not track their activity. Blocking cookies may hinder or prevent the use of the Application. The Application also uses browser local storage mechanisms (localStorage and sessionStorage), solely to remember view settings and to store an unsaved draft of the consultation questionnaire for the duration of the browser session. These mechanisms are necessary for the provision of the service requested by the User and are not used for analytics or marketing. The rules for the use of cookies and browser local storage are set out in the Privacy Policy available on the Website.

13. **Adverse technical conditions for using the Application.** The use of outdated and unsupported operating systems or web browsers may result in the inability to use all features of the Application and the Website. Due to the public nature of the Internet, use of the Application may involve a risk of interference by third parties with the content of transmitted data. The Service Provider recommends using up-to-date anti-virus software and regularly updating device software.

14. **Exclusion of the Service Provider's liability for the operation of the Application or the Website.** The Service Provider is not liable for technical problems or technical limitations occurring in the computer hardware, ICT system and telecommunications infrastructure used by the User which prevent the User from using the Application and the Website and the electronic Services offered through it, or for the unavailability of the Application or the Website due to force majeure.

15. **Marketing content.** The Service Provider may send marketing communications to Salons, provided that it has obtained their prior consent to receive them. Consent to receive such communications may be withdrawn at any time, without affecting the lawfulness of processing carried out on its basis before withdrawal. The Service Provider may place advertisements in the Application and recommend products of cooperating companies.

§ 4 Important information before concluding the Agreement

1. **Invitation to conclude the Agreement.** Announcements, price lists, advertisements and other information about the Services displayed in the Application constitute an invitation to conclude the Agreement within the meaning of Article 71 of the Civil Code.

2. **Price of the Services.** The price of the Services (i.e. the amount of the subscription fee, the number of Reports included in the subscription, the prices of Report Packages above the limit included in the Subscription and other components of the Subscription) is indicated in the Price List, available at: https://dotty.pl/cennik/. The Price List forms an integral part of the Terms. Prices are given in Polish zloty. During the period in which the Service Provider benefits from the exemption from value added tax, the price indicated in the Price List constitutes the amount payable. If the exemption is lost or waived, value added tax at the applicable rate is added to the price. A change in the amount payable resulting from a change in the Service Provider's tax status does not constitute a change to the Price List, takes effect from the first Billing Period beginning after the lapse of 2 weeks from the Salon being informed, and entitles the Salon to terminate the Agreement in the procedure set out in § 15(4), applied accordingly. The price is confirmed before the subscription fee is paid. The Price List is changed in the procedure described in § 15 and such change does not affect a Billing Period already paid for.

3. **Validity of Reports.** Reports granted under the Subscription are valid only in the Billing Period in which they were granted and do not carry over to the next Billing Period. Reports acquired for a fee in Packages remain valid until the end of the Billing Period in which they were acquired; the acquisition of a Report Package does not start a separate period of validity. Reports acquired in a Package during the last 7 days of a Billing Period remain valid until the end of the Billing Period following the Billing Period in which they were acquired, but no longer than until the date on which the Agreement ends. Before a Report Package is acquired, the Application informs of the expiry date of the Reports being acquired and of the number of days remaining until the end of the current Billing Period. Unused Reports cannot be exchanged for cash. An extension of the Billing Period under § 9(5) extends the validity of Reports accordingly. Once the Reports have been used up, the Subscriber continues to use the remaining functions of the Application, including the calendar, until the end of the Billing Period and may acquire another Package.

4. **Copyright – content in the Application and on the Website.** The Application and the Website contain content protected by intellectual property law, in particular works protected by copyright (content placed in the Application or on the Website, graphic layout, graphics, photographs, videos, descriptions, etc.). The User is obliged to respect the intellectual property rights (including economic copyrights) of the Service Provider and of third parties. In particular, copying and distributing the above content, using it for commercial purposes and presenting it on other websites without the Service Provider's consent is prohibited.

5. **Confidentiality.** The knowledge base of the analysis module, the decision rules, the structure of the queries sent to the model and the manner of processing input data into an Analysis result constitute the Service Provider's business secret (trade secret) within the meaning of Article 11(2) of the Act on Combating Unfair Competition (*ustawa o zwalczaniu nieuczciwej konkurencji*). The Salon undertakes not to take any action aimed at reproducing them, in particular not to carry out systematic querying of the analysis module for any purpose other than serving its own Salon Clients, not to carry out mass extraction of Analysis results, and not to use Analysis results to create, train, validate or improve any models, knowledge bases or tools of a competing nature. This obligation is binding during the term of the Agreement and for three years after its termination. The Salon is not entitled to copy the Application or any part of it, or to modify, adapt, decompile or disassemble it or make any other attempt to derive

its source code, except where permitted by mandatory provisions of law. The above provisions do not limit the rights of the Salon or the Salon Client to the content of treatment records and to the Analysis result concerning a specific Salon Client. The Salon is entitled to use the Analysis result in its business, including by providing it to the Salon Client, and to disclose it in performance of obligations arising from law. For the term of the Agreement the Service Provider grants the Salon a non-exclusive, non-transferable licence to use the Application in accordance with its intended purpose. The remuneration for the licence is included in the subscription fee.

6. **Copyright – content made available to the User.** Materials made available to Users in connection with the performance of the Services are the property of the Service Provider and are protected under the Act of 4 February 1994 on Copyright and Related Rights (*ustawa o prawie autorskim i prawach pokrewnych*; consolidated text: Journal of Laws (*Dz.U.*) of 2025, item 24, as amended). Users are not entitled to use or distribute the materials received, except for use for the purposes of their own business, including for the purpose of passing those materials on to clients. In particular, the User is not entitled to display, reproduce in whole or in part, reprint or pass on to third parties the materials received, including recordings and text files. The provisions of this paragraph do not apply to content generated solely by an artificial intelligence system, to the extent that it does not constitute a work within the meaning of Article 1(1) of the Act on Copyright and Related Rights.

7. **Costs of distance communication.** The User bears the ordinary costs of using the means of distance communication and is not charged any additional costs by the Service Provider.

8. **Promotional campaigns, discounts.** The Service Provider may organise promotional campaigns consisting, in particular, of reducing subscription fees, granting free periods to new Subscribers or increasing the number of Reports covered by the Subscription or a Report Package without changing the price. The terms of a promotional campaign, including its duration, are set out in the Price List. The terms in force at the time the Order was placed apply to a Subscription and Packages already acquired; the introduction, modification or termination of a promotional campaign does not reduce rights acquired before that event. The Service Provider provides information on current promotional campaigns in the Application or on the Website.

9. **Recording and making available the content of the Agreement.** The Salon may store important information relating to the Agreement in the following manner:

    a) the Order confirmation received at the e-mail address provided,
    b) these Terms in PDF version, downloadable at https://dotty.pl/regulamin/regulamin-swiadczenia-uslug-dotty.pdf and as an attachment to the e-mail confirming the placing and acceptance of the Order.

§ 5 Placing an Order, conclusion of the Agreement and the Salon Account

1. **Account registration.** In order to start using the Application, the User registers a Salon Account (Main), providing the registration details of the business and setting an access password for the Account. Registration of the Account requires acceptance of the Terms and of the Privacy Policy. By registering the Account, the User thereby confirms that they are authorised to conclude the Agreement on behalf of the Salon. During the registration process the User provides true and up-to-date data and at the same time makes a declaration as to their truthfulness.

2. **Verification of the Salon.** The Service Provider concludes Agreements for the provision of Services only with entrepreneurs conducting business activity, for the purpose of pursuing the

entrepreneur's professional purpose. This provision does not exclude the application of § 11 to a Salon that is an Entrepreneur with Consumer Rights. After the User has entered the business's registration numbers when registering the Account, the Service Provider carries out an automatic verification of the entrepreneur in publicly available registers. The Service Provider reserves the right to request additional documents or information from the User as a condition for concluding the Agreement.

3. **Joint Salon Account.** A Salon Account may be set up jointly by several natural persons conducting sole proprietorships, operating under a common brand in the cosmetology industry, solely for the purpose of pursuing their professional purpose. In such a case payment for the Subscription may be shared between those entrepreneurs; however, in the Application they use one common Salon Account (Main) and Sub-accounts.

4. **Activation of the Subscription.** After registering the Account, the Salon may select the appropriate Subscription and add it to the Order Form. In the next step the Salon may add the selected Subscription to the basket and then select the option "Zamawiam z obowiązkiem zapłaty" ("Order with obligation to pay") to go directly to the payment panel. Before proceeding to the payment panel, the Salon makes, separately from accepting the Terms, a declaration in which it requests that performance of the Service begin before the expiry of the period for withdrawal from the Agreement, acknowledges that it will lose the right to withdraw from the Agreement once the Service has been fully performed by the Service Provider, and acknowledges that if it withdraws from the Agreement before its full performance it will pay an amount proportionate to the extent of the performance provided up to the moment of withdrawal. The Service Provider records the content and date of these declarations and sends confirmation of them together with the confirmation of acceptance of the Order. Making the declarations referred to in the preceding sentence is not a condition for placing the Order or concluding the Agreement. If they are not made, the Agreement is concluded and access to the Application is activated upon expiry of the period for withdrawal from the Agreement referred to in § 11(1); the Service Provider informs the Salon of this before the Order is placed.

5. **Acquisition of a Report Package and an SMS Package.** Paragraph 4 applies accordingly to the acquisition of a Report Package and an SMS Package. Before each such acquisition, a Salon that is an Entrepreneur with Consumer Rights makes the separate declaration referred to in paragraph 4. If it is not made, the Reports or SMS Units acquired are made available upon expiry of the withdrawal period referred to in § 11(1), and their period of validity referred to in § 4(3) runs from the date on which they are made available. The Service Provider informs the Salon of this before the Package is acquired.

6. **Conclusion of the Agreement.** The Agreement for the provision of the Service is concluded when the Salon receives an e-mail confirming acceptance of the Salon's offer by the Service Provider.

7. **Time for performance of the Service.** The Service Provider grants access to the Services within 24 (twenty-four) hours of receiving confirmation of payment for the Service, subject to paragraphs 4 and 5 above and to the following sentence. The above time limit may be extended if the Service Provider needs to take additional steps to verify the Salon in accordance with paragraph 2 above.

8. **Data processing agreement.** Upon accepting the Terms, the Salon concludes with the Service Provider the Data Processing Agreement constituting Appendix No. 2 to the Terms. The Data Processing Agreement is concluded in documentary form (*forma dokumentowa*).

9. **Sub-accounts.** The Salon may grant Salon Staff access to the Salon Account, providing them with different levels of access depending on the scope of their permissions. The Salon undertakes to familiarise those persons with the Terms and is liable for their acts and omissions as for its own.

§ 6 Payments and invoices

1. **Subscription fee.** The subscription fee is paid in advance for the Billing Period. Report Packages are paid for separately at the time of purchase.

2. **Payment method.** Electronic payments (payment card, BLIK, online bank transfer) made through the payment operator made available in the Application are available, as well as a traditional bank transfer to the Service Provider's account. The payment operator is a separate controller of transaction data. The Service Provider does not store full payment card data.

3. **Manner of issuing invoices.** Invoices are issued in accordance with applicable law and, to the extent that they are subject to issue as structured invoices, using the National e-Invoicing System (*Krajowy System e-Faktur*, KSeF). An invoice may be issued by an entity authorised by the Service Provider to issue invoices on its behalf. The Salon provides and keeps up to date its NIP (Polish tax identification number) and other data necessary for issuing invoices. An invoice is deemed received when it is assigned its KSeF identification number; making a visualisation of the invoice available in the Salon Account and sending it to an e-mail address is for information purposes only and does not affect the running of the payment deadline. If an invoice is not subject to issue or making available using KSeF, in particular during a period of its unavailability, where the invoice is issued in offline mode or where the invoice is not made available to the Salon via KSeF, the Service Provider issues it in electronic form and sends it to the e-mail address assigned to the Salon Account, to which the Salon consents.

4. **Automatic renewal of the Subscription.** The Subscription renews automatically for subsequent Billing Periods. Cancellation is possible at any time with effect from the end of the Billing Period already paid for.

5. **Consequences of non-payment.** From the first day following the expiry of the paid Billing Period, in the absence of a posted payment for the next Billing Period, access to the analysis module of the Application is suspended; the suspension takes place without any additional period of grace. The Salon retains access to the other features, including the appointment calendar and the data collected in the Salon Account. The Service Provider gives notice of the forthcoming expiry of the Billing Period in the Application and by electronic means. Posting of payment within 3 days of the expiry of the Billing Period preserves the continuity of the Subscription, and the next Billing Period is then counted from the day following the expiry of the previous one; until the day the payment is posted, the analysis module remains suspended. After that time limit, the continuity of the Subscription ceases and the next Billing Period begins on the day the payment is posted, at the price indicated in the Price List. If the first Order is not paid within 3 days of the date on which it was placed, the Order is deemed not to have been placed and the Agreement is not concluded.

§ 7 Salon Client Accounts

1. **Creation of a Client Account.** A Salon Client Account is set up by the Salon Client after receiving an Invitation sent from the Application on the Salon's instruction. The Account is assigned exclusively to one Salon, and the Salon Client's data are not made available to other Salons using the Application. The electronic service of making the Account available and enabling its

registration is provided by the Salon to the Client; the Service Provider is only the system provider and a processor providing services to the Salon.

2. **Invitation.** An Invitation is sent solely to enable the creation of a Salon Client Account and may not contain content constituting commercial information within the meaning of the Act. The link contained in the Invitation is single-use and expires after the period indicated in the Application or once it has been used. An Invitation may also consist of the Salon making available a QR code that leads to the Account registration page.

3. **Information obligation. The Salon is responsible** for the legal basis for contacting the Salon Client and for performing towards the Salon Client the information obligation under the GDPR. **The message containing the Invitation includes the Salon's privacy policy or a reference to it.** The Service Provider makes available to the Salon a template of such a policy to be adapted appropriately to the business conducted by the Salon.

4. **Salon Client consents.** The Application enables the separate collection of the relevant consents required by the Salon, including consents to treatments, to the processing of personal data and marketing consents, while keeping them separate, versioning the content of the statements and making it possible to demonstrate that they were given. The Salon is the controller of these consents and the entity entitled to use them. The Salon alone is responsible for the content of the consents.

5. **Terms and privacy policy.** The rules for the Salon Client's use of the Salon Client Account are set out in the Terms for Salon Clients issued by the Salon. The Salon undertakes to make such terms and its own privacy policy available to Salon Clients before the Salon Client Account is created. The Salon may use templates of documents made available by the Service Provider, after adapting them appropriately to its business.

§ 8 Rules for Using the Application

1. **Obligation to act lawfully.** Users are obliged to use the Application in accordance with the law and the Terms. The Salon is prohibited from providing content of an unlawful nature referred to in Article 8(3)(2)(b) of the Act. The Salon is obliged to ensure compliance with these Terms by Salon Staff. All provisions of this section apply accordingly to Salon Staff.

2. **Prohibition on placing scripts.** The Salon is not entitled to place in the Application, in particular in the part accessible to Salon Clients, its own scripts, tracking codes, pixels or other analytical or marketing tools of third parties.

3. **Responsibility for decisions regarding the handling of Clients.** The Salon bears sole responsibility for decisions regarding the methods applied to Clients, including treatment decisions taken by it and by Salon Staff, including the assessment of contraindications, also where an Analysis result was used in taking them. The Salon understands and accepts that Analysis results are illustrative and auxiliary in nature and cannot constitute the basis for a decision regarding the cosmetological methods applied, and that each decision in this respect is taken by the Salon or Salon Staff.

4. **No liability for the Salon's materials.** The Service Provider is not liable for the content and form of data and materials entered into the Application by the Salon or Salon Staff, or for their lawfulness.

5. **Data minimisation principle.** The Salon undertakes not to enter into the Application personal data to an extent broader than necessary for the provision of cosmetic services, and to

configure the scope of data collected according to its own needs, using the settings made available in the Application.

6. **Salon Account.** The Salon is obliged not to make its Account available to other persons or entities, regardless of the legal basis for making the Account available. The Salon may not use the Account of another Salon. The above provisions apply accordingly to Sub-accounts. The Salon is responsible for the use by Salon Staff of the Sub-accounts assigned to the Salon Account (Main). The Salon is responsible for the security and confidentiality of its login credentials. The Service Provider is not liable for unauthorised access to the Salon Account resulting from the disclosure of the password to third parties.

7. **No warranty.** The Service Provider expressly states that the use of the features available in the Application is at the Salon's sole risk. All content, information and materials placed in the Application, as well as the services provided through the Application, are not covered by any guarantee as to their value, fitness, completeness, integrity or usefulness.

8. **Nature of the Application.** The Application is not a tool for diagnosing, preventing, monitoring, treating or alleviating diseases. The Application does not enable therapeutic or diagnostic procedures to be performed. The Application is not a medical tool and is not intended for use by medical practices and medical entities.

9. **Materials and document templates.** The Service Provider may make available in the Application templates of documents, including templates of consents, as well as a template of terms and conditions and of a privacy policy. All materials and document templates made available by the Service Provider in the Application should be verified and adapted to the Salon's business. The Service Provider is not liable for the Salon's use of these materials and documents. The Salon, as the entity providing an electronic service to Clients, is obliged to adopt and implement appropriate documents. The Service Provider does not provide legal services and recommends individual legal advice on the adaptation of the documents used. The Salon alone is responsible for fulfilling the obligations related to the business it conducts, including the content and use of documents and obtaining the relevant consents. The Salon is obliged to verify all content of documents placed by the Service Provider in the Application. All documents placed in the Application are illustrative and require verification and adaptation by the Salon.

10. **Actions of the Service Provider.** All data entered into the Application by the User serve solely to systematise them, and no action of the Service Provider may be classified as a health care service.

11. **Nature of records.** The Service Provider does not provide services of creating, collecting and storing medical records within the meaning of the law. Information entered into the Application should not constitute medical records. The Salon is responsible for the nature of the data entered and of the records kept.

12. **Nature of information and materials.** Information contained in the Application does not constitute a source of specialist knowledge, including medical and cosmetological knowledge, and may in no respect be treated as a substitute for a medical consultation or a consultation with another specialist. Acting on information placed by the Service Provider in the Application is at the Salon's sole risk.

13. **User materials.** The Service Provider is not liable for the content and form of materials and information placed in the Application by a User. The Service Provider is not liable for claims of Users and third parties, including Salon Clients, whose rights and legitimate interests have

been infringed by those materials. The User acknowledges and agrees that the Service Provider is not obliged to check or verify materials or information placed by Users.

14. **User's liability.** The User bears full liability for any breach of law or damage caused by the User's actions on the Website or in the Application, in particular by providing untrue data, disclosing professional secrecy, other confidential information or a business secret, or infringing personal rights or copyright and related rights.

15. **No liability of the Service Provider.** The Service Provider is not liable for physical and legal defects of features made available free of charge or for their quality. Nor is the Service Provider liable for the consequences of non-performance or improper performance of obligations incurred by anyone through the Application, or for the capacity of such persons to incur obligations. The Service Provider provides only a tool (the Application) for managing a beauty salon, but is not a party to agreements with Salon Clients and does not provide client acquisition services for the Salon.

16. **Limitation of liability.** The Service Provider's liability for lost profits is excluded. The Service Provider excludes its liability towards the Salon under statutory warranty (*rękojmia*). The Service Provider's liability towards the Salon is limited to the amount of fees paid by the Salon in the three Billing Periods preceding the event giving rise to liability. The limitations and exclusions of liability referred to in the preceding sentences do not apply to damage caused by the Service Provider intentionally.

17. **Account blocking.** The Service Provider may block an Account or Sub-account temporarily or permanently in the event of a breach of the Terms, in particular by providing unlawful content. A temporary block and an unjustified block extend the paid Billing Period by the duration of the block. A permanent block results in the expiry of the Account, and the Service Provider refunds the fee for the unused part of the paid Billing Period, retaining its claims for damages under the general rules.

§ 9 Availability of the Application and interruptions

1. **No guarantee.** The Service Provider makes efforts to ensure that the Application is available 24 hours a day. The Service Provider does not guarantee uninterrupted operation of the Application; the rules on compensation for interruptions are set out in this section. The provisions of this section do not limit the rights of a Subscriber who is a Consumer or an entrepreneur with consumer rights arising from Chapter 5b of the Consumer Rights Act.

2. **Planned interruptions.** The Service Provider may carry out maintenance work on the Application (updates, maintenance, migrations) after giving notice in the Application or by e-mail at least 24 hours in advance, where possible between 22:00 and 6:00, for a total duration not exceeding 8 hours in a Billing Period. During a planned interruption the Service Provider ensures, to the extent technically possible, read-only access to the Salon Clients' register. Planned interruptions are not a Failure. In urgent cases (removal of a threat to data security) the Service Provider may carry out necessary maintenance work without notice, and such an interruption then counts towards Failure time.

3. **Failure.** A Failure is unavailability of the Application for reasons attributable to the Service Provider, i.e. the inability to log in to the Salon Account or to use the basic functions of the Application (appointment calendar, Salon Clients' register, analysis module), lasting in total more than 8 hours in one Billing Period. Individual periods of unavailability are aggregated within a Billing Period. Failure time is counted from the moment the Failure is detected by the Service Provider or reported by the Subscriber (whichever occurs first) until availability is restored. The Service Provider determines Failure time on the basis of records from its

monitoring systems and Subscribers' reports. At the Subscriber's request, the Service Provider makes available an extract from those records for the period covered by the report.

4. **Exclusion.** Unavailability caused by the following is not a Failure: (a) a planned interruption (paragraph 2); (b) force majeure (in particular natural disaster, fire, power outage, acts of authorities); (c) a failure on the part of telecommunications networks, the SMS gateway operator, the payment operator or Google services, if the Service Provider could not have prevented it by exercising due diligence; (d) the Subscriber's hardware, connection, software or Google account; (e) action by the Subscriber or third parties contrary to the Terms, including an attack on the Service Provider's infrastructure that could not have been prevented by exercising due diligence; (f) suspension of access due to non-payment (§ 6(5)) or breach of § 8. The Service Provider is liable for the availability of the hosting infrastructure and for the acts and omissions of entities to which it has entrusted the processing of data as for its own acts. Failure of the Google Calendar integration alone or of SMS reminders alone, while the Application is operating, is not a Failure.

5. **Compensation.** Compensation for a Failure is granted in the form of an extension of the paid Billing Period of the Subscription at no additional charge: by 1 day for each commenced 24 hours of aggregate Failure time in a given Billing Period, not less than 1 day and not more than 30 days per Billing Period. With the Subscriber's consent, the Service Provider may grant additional Reports instead of an extension. The extension is recorded in the Salon Account and moves the end date of the paid Billing Period and the date of the next payment. The extension does not constitute a price reduction or a refund of the fee and cannot be exchanged for cash. Compensation is not granted in free and trial periods (§ 4(8)). Compensation exhausts the Subscriber's claims in respect of unavailability of the Application to the extent permitted by law.

6. **Reporting.** The Subscriber reports a Failure without delay by e-mail to kontakt@dotty.pl or via the form in the Application, if available, stating the date and time of occurrence and a description. The Subscriber submits a request for compensation in the same manner no later than 30 days after the end of the Billing Period in which the Failure occurred; the Service Provider considers the request within 14 days (§ 10) and informs of the number of days of extension. The Service Provider grants compensation on its own initiative, without a request, if it has itself identified the Failure; in such a case the time limit referred to in the preceding sentence does not apply.

7. **Permanent inability to provide the service.** A refund of the fee is due only if the Service Provider permanently ceases to provide the service (ends making the Application available or is unable to restore its operation) or if a Failure lasts continuously for more than 72 hours. In such a case the Subscriber may terminate the Agreement with immediate effect, and the Service Provider refunds within 14 days a proportionate part of the subscription fee for the unused paid period (including a period paid in advance) and the fee for unused Reports from Packages. The Service Provider notifies Subscribers of a planned end to making the Application available at least 60 days in advance and enables data export (§ 9(9)).

8. **Backups.** The Service Provider makes backups of data at least once every 24 hours and keeps them for 120 days. The maximum data loss where restoration from a backup is necessary does not exceed 24 hours. The Service Provider periodically tests its ability to restore data from backups. Deletion of data from the Application does not result in their immediate deletion from backups. Deleted data remain in backups for no longer than 120 days and are then deleted together with them; during that period they are not used in day-to-day operations and are restored only where it is necessary to restore data after an incident. The Service Provider

applies technical and organisational measures meeting the requirements of Article 32 of the GDPR, as described in the Data Processing Agreement.

9. **Continuity of access to data.** The Subscriber may at any time, by itself and at no additional charge, export from the Application the Salon Clients' data, including treatment records, in a commonly used machine-readable format. This right is also available during a suspension of access due to non-payment and during the notice period. After the Agreement ends, the Service Provider makes the data available for export for 30 days, at the Subscriber's request submitted within that period, within 5 business days of its receipt.

10. **Disabling access.** Where the Service Provider receives an official notification or obtains credible information about the unlawful nature of data provided by the Salon and disables access to those data, the Service Provider is not liable to the Salon for damage resulting from disabling access.

§ 10 Complaints

1. **Manner of submitting a complaint.** Complaints may be submitted, at the Salon's choice: in writing to the address of the Service Provider's registered office marked "REKLAMACJA – dotty" ("COMPLAINT – dotty"), or by e-mail to kontakt@dotty.pl.

2. **Content of the complaint.** A complaint should contain the identification of the Salon, the address assigned to the Salon Account and a description of the circumstances on which it is based.

3. **Consideration of the complaint.** The Service Provider considers a complaint within 14 days of its receipt and informs of its position by electronic means or in writing, according to the method of contact chosen by the Salon.

4. **Procedure.** The provisions of this section constitute the complaints procedure within the meaning of Article 8(3)(4) of the Act.

§ 11 Rules on withdrawal from the Agreement

1. **Right of withdrawal from the Agreement.** A Salon that is a Consumer or an Entrepreneur with Consumer Rights has the right to withdraw from an Agreement concluded at a distance, without giving any reason, within 14 days of the date of its conclusion, pursuant to Article 27 of the Consumer Rights Act. To meet the deadline, it is sufficient to send the statement before it expires. The statement of withdrawal may be made on the form, a template of which constitutes Appendix No. 1 to the Terms, or in another form compliant with the Consumer Rights Act. The right of a Salon that is an Entrepreneur with Consumer Rights arises from Article 38a of the Consumer Rights Act. **The right to withdraw from the Agreement is not available to entrepreneurs who concluded the agreement in direct connection with their business activity where it is of a professional nature for them.**

2. **Proportionate payment.** If the entitled person requested that performance of the Service begin before the expiry of the withdrawal period and then withdrew from the Agreement before its full performance, it shall pay an amount proportionate to the extent of the performance provided up to the moment of withdrawal (Article 35 of the Consumer Rights Act).

3. **Refund of payments.** The Service Provider refunds the payments made without delay, and in any event no later than 14 days from the date of receipt of the statement of withdrawal, using the same means of payment, unless the entitled person has expressly agreed to another method of refund which does not involve any costs for that person. The refund covers the

payments made less the amount referred to in paragraph 2, if the entitled person requested that performance of the Service begin before the expiry of the withdrawal period. Information on the right of withdrawal from the Agreement, the time limit and the manner of exercising it and the circumstances in which that right is not available, as well as the template withdrawal form, is contained in Appendix No. 1 to the Terms. The Terms together with Appendix No. 1 are made available before the Agreement is concluded and sent on a durable medium together with the confirmation of acceptance of the Order.

§ 12 Personal data

1. **Data controller.** The controller of Users' personal data is the Service Provider.

2. **Purpose of data processing.** Personal data are processed for the purpose of: creating an Account, placing an Order, performing the Agreement, considering complaints, pursuing and defending against possible claims, handling an enquiry submitted, and communicating with the Salon.

3. **Users' rights.** The User has the right of access to their data, to rectification, portability and erasure of their data, to restriction of processing, to object to processing based on the controller's legitimate interest, including for direct marketing purposes, to withdraw consent where processing is based on consent, and the right to lodge a complaint with the President of the Personal Data Protection Office (*Prezes Urzędu Ochrony Danych Osobowych*). Providing data is voluntary but necessary for the respective purposes.

4. **Other information on data processing.** Detailed information on the processing of Users' personal data, including those of the Salon and Salon Staff, is contained in the Privacy Policy available at: https://dotty.pl/polityka-prywatnosci/.

5. **Entrustment of processing. With regard to Salon Clients' data, the Salon is the controller and the Service Provider is the processor.** The rules of entrustment are set out in the Data Processing Agreement constituting Appendix No. 2 to the Terms. The Salon represents that it is the controller of Salon Clients' personal data and the only entity entitled to decide on the purposes and means of their processing, including the scope of data collected and their retention period, within the limits of the settings made available in the Application.

6. **Retention period of Salon Clients' data.** The retention period of treatment records and Analysis results is determined by the Salon as the controller of those data. The Application provides the Salon with tools enabling it to review client records in which no appointment has been recorded for a period specified by the Salon, and to delete the data of an individual Salon Client or a group of Salon Clients. The Service Provider does not delete Salon Clients' data on its own initiative and does not apply automatic deletion, unless the Salon enables such a function in the Application settings and specifies the period of its application. The Salon carries out periodic reviews of the data stored and deletes data whose further storage is not necessary for the purposes for which they were collected.

§ 13 Rules for dealing with content that may be illegal

1. **Provision of Content.** The User's use of the Services provided by the Service Provider enables the User to provide Content to the Service Provider for the purpose of its storage in the Application at the User's request.

2. **Prohibited Content.** It is prohibited to provide Content which:

    a) constitutes illegal content within the meaning of the Digital Services Act, or
    b) is inconsistent with the Terms.

3. **Content inconsistent with the Terms.** Content inconsistent with the Terms means Content which:

    a) contains spam;
    b) serves to carry out activities prohibited by law, e.g. attempted fraud and extortion of funds;
    c) incites violence against any living beings, including animals, or glorifies such violence;
    d) promotes any fascist or other totalitarian system of state;
    e) incites hatred based on differences of sex, sexuality, nationality, ethnicity, race or religion or on grounds of lack of religious belief, or glorifies such hatred;
    f) insults a group of people or individual persons because of their sex, sexuality, nationality, ethnicity, race or religion or because of their lack of religious belief;
    g) contains chauvinistic or misogynistic content, or content bearing the hallmarks of sex discrimination;
    h) infringes personal rights;
    i) infringes copyright;
    j) incites dangerous behaviour or glorifies such behaviour;
    k) infringes the applicable legal order or good practice in a manner other than those specified in points a–j.

4. **Obligation to notify the authorities.** If the Service Provider obtains credible information about the possibility that an offence or petty offence has been committed in connection with the Content provided, the Service Provider is entitled and obliged to notify the relevant services or public authorities. The same applies where services or public authorities request the Service Provider to disclose data, in particular for the purposes of pending civil or criminal proceedings.

5. **No obligation to verify content in advance.** The Service Provider is not obliged to monitor Content in advance, in particular by way of preventive checks or any other form of checking Content. The Service Provider carries out verification upon receipt of a notice.

6. **Right to submit a notice.** Any person or entity may notify the Service Provider of the presence in the Application of Content which that person or entity considers to be illegal Content within the meaning set out in the Terms. A notice may be submitted by e-mail to: kontakt@dotty.pl.

7. **Elements of the Notice.** A notice must contain all the elements required under the Digital Services Act, such as:

    a) a sufficiently substantiated explanation of the reasons why the person or entity alleges that the Content is illegal;
    b) a clear indication of the exact electronic location of the information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the Content, as appropriate to the type of Content;
    c) the name and e-mail address of the person or entity submitting the notice, except in the case of a notice concerning information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU;
    d) a statement confirming the bona fide belief of the person or entity submitting the notice that the information and allegations contained therein are accurate and complete.

8. **Confirmation.** The Service Provider confirms receipt of the notice to the notifier without delay by electronic means. If the notice is incomplete, the Service Provider may request that it be

completed; failure to complete it within 14 days of the request results in the notice being left without consideration.

9. **Consideration of the notice.** The Service Provider considers the notice within 14 days of receipt of a complete notice. In the course of verification the Service Provider may restrict the visibility of the Content. After consideration, the Service Provider may disable access to the Content, restrict its visibility, remove it or find that it does not infringe the Terms or the law. The Service Provider may request additional information or documents from the notifier, in particular confirming the rights which the Content allegedly infringes.

10. **Protection of entrusted data.** The Service Provider notifies the Salon of the application of a measure concerning Content without delay, and no later than at the time of its application. The application of a measure concerning Content that includes personal data of Salon Clients takes place in performance of an obligation arising from Union law and does not constitute a breach of the Data Processing Agreement; the Service Provider limits it to the extent necessary (Article 28(3)(a) of the GDPR).

11. **Statement of reasons.** The Service Provider informs the Salon and the notifier of a decision concerning Content, stating the scope of the restriction applied, the facts and circumstances on which it based the decision, and information on available means of redress, including the possibility of bringing the matter before a court and of turning to the authority competent for digital services. This obligation applies to decisions to remove Content, disable access to it or restrict its visibility, as well as to suspend or terminate the provision of Services or to suspend or close the Salon Account.

12. **Reinstatement of Content.** If Content has been restricted or blocked and verification has shown that it does not infringe the Terms or the law, the Service Provider reinstates it without delay and informs the Salon and the notifier thereof, together with a statement of reasons.

13. **Notification of authorities and point of contact.** If the Service Provider obtains information giving rise to a suspicion that a criminal offence threatening the life or safety of a person has been committed, it notifies the competent authorities without delay. Data are disclosed to authorities only on the basis of legal provisions; the Service Provider informs the Salon thereof, unless this is prohibited by law, and, where possible, directs the request to the Salon directly. The point of contact for the authorities of the Member States, the European Commission and the European Board for Digital Services referred to in Article 11 of the Digital Services Act, and the single point of contact for recipients of the service referred to in Article 12 of the Digital Services Act, is the address kontakt@dotty.pl; contact is possible in Polish and English.

§ 14 Termination of the agreement and handling of data

1. **Termination by the Salon.** The Salon may terminate the agreement for the provision of the electronic Service with respect to the Account and access to the Application without giving reasons by sending an appropriate statement by e-mail to kontakt@dotty.pl or in writing to the Service Provider’s address. In such a case the electronic Service expires upon the lapse of 7 business days from the delivery to the Service Provider of the declaration of intent to terminate it or, if a paid Billing Period is still running at the end of that period, at the end of that Billing Period, unless the Parties agree on a shorter notice period. Until the end of the paid Billing Period the Salon retains access to the Application and to the data entered.

2. **Termination by the Service Provider.** The Service Provider may terminate the agreement for the provision of the electronic Service with respect to the Account and access to the Application where the Salon objectively breaches the Terms, and in particular where it provides content of an unlawful nature or infringes the principles of community life (*zasady*

współżycia społecznego) or the rights of other persons, including personal rights. In such a case the agreement for the provision of the electronic Service expires automatically upon the lapse of 3 calendar days from the date on which the Service Provider made to the Salon the declaration of intent to terminate it. That declaration may also be made by e-mail.

3. **Termination by the Service Provider without giving reasons.** The Service Provider may terminate the agreement for the provision of the Service with respect to the Account and access to the Application, as well as the Agreement, without giving reasons, subject to a 1-month notice period with effect at the end of a calendar month. The termination referred to in the preceding sentence does not take effect earlier than at the end of the paid Billing Period.

4. **Consequences of ending the electronic Service.** The Salon is aware that termination of the electronic Service of access to the Account and the Application in the cases referred to in paragraphs 1 and 2 results in the Service Provider being unable to perform the Service, without the right to a refund of the monies paid and due, charged in accordance with the Subscription ordered.

5. **Cancellation of the Subscription.** The Salon may cancel the Subscription at any time. If the Subscription is cancelled, the Agreement will not be extended for a further period. The Salon retains the right to use the Application in accordance with the Agreement until the end of the current period. The Salon is not entitled to a refund of the monies paid and due in accordance with the Subscription ordered. Cancellation of the Subscription is not a termination of the agreement for the provision of the electronic Service with respect to the Account referred to in paragraph 1: the Salon Account remains active, and the Salon retains access to the Application and to the data entered until the end of the paid Billing Period, after which access to paid features expires and the Account switches to a mode allowing only viewing and export of data in accordance with § 9(9).

6. After the Agreement ends, Salon Clients' data are – in accordance with the Data Processing Agreement and at the Salon's choice – returned or permanently deleted. The Salon may export the data within 30 days of the date on which the Agreement ends; after that period the data are deleted, subject to § 9(8) concerning backups.

7. The provision of paragraph 6 is without prejudice to any obligation to continue storing data where it arises from law, or to the rules on data storage set out in the Data Processing Agreement.

§ 15 Amendment of the Terms and the Price List

1. **Amendments to the Terms.** The Service Provider may amend the content of these Terms in the event of:

    a) a change in the scope and manner of providing the Services offered;
    b) the need to ensure the security of information obtained or processed;
    c) changes in generally applicable law affecting the content of the Terms;
    d) the need to adapt the rules for operating the Application to orders, rulings, decisions or guidelines resulting from a decision of a public administration authority competent for the Service Provider's operations or from a court ruling applicable to the Service Provider's business and affecting the mutual rights and obligations of the Parties;
    e) the need to correct obvious mistakes or clerical errors or to fill gaps or remove inaccuracies in the Terms which cannot be removed by interpretation of their provisions;

f) a merger, division or transformation of the Service Provider or a change in other identification data of the Service Provider indicated in these Terms (to the extent necessary to update such data) or a change of the Service Provider to another entity;
g) the occurrence of other important reasons.

2. **Notification of an amendment to the Terms.** Information on the scope of amendments to the Terms and the date on which they enter into force will be made available to the Salon in its Account no later than 2 weeks before the amendments to the Terms enter into force. In addition, the Salon may receive the information in electronic form.

3. **Entry into force of amendments to the Terms.** Amendments enter into force on the date indicated by the Service Provider and take effect in relation to Salons which conclude the Agreement on or after the date on which the amendments enter into force. Amendments also take effect in relation to Salons which are using the Service on the date on which the amendments enter into force, where the amendments: grant the Salon new rights, impose on the Salon new obligations which may be imposed on the Salon only at the Salon's own will, or have no material effect on the Salon's rights and obligations.

4. **Amendment of the Terms and the right to terminate the Agreement.** Where an amendment to the Terms results in imposing on the Salon solely new obligations which the Salon cannot waive, subject to amendments resulting from the reasons indicated in paragraph 1(c) and (d), or limits rights previously granted, the Salon is entitled to make a statement of termination of the Agreement with effect at the end of the second full week counted from the date on which the Service Provider receives the notice of termination. In such a case the amendments do not take effect in relation to the Salon, and the agreement is terminated upon the expiry of the notice period.

5. **Change to the Price List.** The provisions of this section apply to the introduction of changes to the Service Provider's Price List.

§ 16 Final provisions

1. **Contact.** Unless the provisions of these Terms provide otherwise, all correspondence should be addressed to the following address of the Service Provider: DOTTY spółka z ograniczoną odpowiedzialnością with its registered office in Brzeg, ul. Księcia Jerzego II Piasta 11 lok. 3, 49-300 Brzeg. The Service Provider may be contacted by e-mail: kontakt@dotty.pl and by telephone +48 784 333 904.

2. **Severability clause.** A finding, in the manner provided for by law, that individual provisions of these Terms are invalid or ineffective does not affect the validity or effectiveness of the remaining provisions of the Terms. An invalid provision will be replaced by the rule which is closest to the purposes of the invalid provision and of these Terms as a whole.

3. **Jurisdiction.** Disputes arising out of or in connection with the Agreement are heard by the court having jurisdiction over the Service Provider's registered office, except for disputes with a Salon which is an Entrepreneur with Consumer Rights, for which the competent court is determined under generally applicable law.

4. **Applicable law and provisions of Agreements.** Matters not governed by these Terms are subject to the law in force in the territory of the Republic of Poland and to the provisions of other standard contract terms accepted by the Salon within the Application or the Website.

5. **Choice of law and consumer rights.** The choice of Polish law under the Terms does not deprive the Salon of the protection afforded to it by provisions which cannot be derogated from by

agreement under the law which, under the applicable rules, would have applied in the absence of a choice of law.

6. **Entry into force of the Terms.** The Terms enter into force on 18 September 2026. This wording of the Terms is in force from 2 November 2026. The Terms apply to Agreements concluded on or after the date of their entry into force.

7. **Salons established outside Poland.** A Salon which has its registered office, or a fixed establishment for which the Service is acquired, outside the territory of the Republic of Poland concludes the Agreement on the terms set out in the Terms together with Annex No. 1 "Salons established outside Poland", which forms an integral part of the Terms. Annex No. 1 is published on the Website, made available before the Agreement is concluded and accepted together with the Terms. Matters not governed by Annex No. 1 are governed by the Terms; in the event of any conflict, in relations with such a Salon the provisions of Annex No. 1 prevail.

8. **Language.** The Terms are drawn up in Polish and English. The Polish version is published at https://dotty.pl/regulamin/. In the event of any discrepancy between the language versions, the Polish version prevails (see also § 2 of Annex No. 1 to the Terms).

Appendix No. 1 – Information on withdrawal from the Agreement and model statement

You have the right to withdraw from the Agreement within 14 days without giving any reason. The withdrawal period expires 14 days after the day on which the Agreement was concluded.

The right of withdrawal is available only where you conclude the Agreement as a Consumer or as an Entrepreneur with Consumer Rights, that is a natural person concluding an Agreement directly related to the business activity they conduct, where the content of the Agreement shows that it is not of a professional nature for you. An entrepreneur for whom the Agreement is of a professional nature does not have the right to withdraw from the Agreement.

To exercise the right of withdrawal, you must inform DOTTY sp. z o.o., ul. Księcia Jerzego II Piasta 11 lok. 3, 49-300 Brzeg, e-mail address: kontakt@dotty.pl, of your decision by an unequivocal statement, for example a letter sent by post or e-mail. You may use the model form below, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

If you requested that performance of the Service begin before the expiry of the withdrawal period and then withdraw from the Agreement before its full performance, you shall pay an amount proportionate to the extent of the performance provided up to the moment of withdrawal.

Effects of withdrawal from the Agreement

If you withdraw from the Agreement, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested that performance of the Services begin before the expiry of the withdrawal period, you shall pay us an amount proportionate to the extent of the performance provided up to the moment of withdrawal.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the Agreement)

To: DOTTY sp. z o.o., ul. Księcia Jerzego II Piasta 11 lok. 3, 49-300 Brzeg, kontakt@dotty.pl

I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract for the provision of the following service: ……..

Date of conclusion of the contract: ……..

Name / business name: ……..

Address: ……..

Signature (only if this form is notified on paper): ……..

Date: ……..

(*) Delete as appropriate.

Appendix No. 2 (Data Processing Agreement) is a separate document published at https://dotty.pl/en/data-processing-agreement/ (Polish version: https://dotty.pl/umowa-powierzenia/).