

Platform Terms and Conditions

Effective date: 20 August 2026

§ 1. Preliminary provisions

1. The owner and Operator of the Platform is the company **FERRAFLOW Spółka z ograniczoną odpowiedzialnością**, with its registered office in Dziecioły Dalsze (Dziecioły Dalsze 63, 08-320 Dziecioły Dalsze), entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Lublin-Wschód in Lublin, seated in Świdnik, VI Commercial Division of the National Court Register, KRS: 0001232717, REGON: 544382368, NIP: 8231677178, share capital 5.000,00 zł.
2. For any matter relating to the operation of the Platform, the Customer and the User may contact the Operator at office@ferraflow.com or at the Operator's correspondence address.
3. These Terms and Conditions set out in particular:
 - a) the type and scope of the Services and functionalities provided by electronic means by the Operator, including access to the Tools, the Shop and the Marketplace;
 - b) the conditions for the provision of Services by electronic means, including the technical requirements necessary for interoperability with the ICT system used by the Operator;
 - c) the conditions for concluding and terminating the Agreement and the rules on remuneration;
 - d) the complaint handling procedure.
4. The Platform and all Services, Tools, the Shop and the Marketplace made available within it are addressed exclusively to entrepreneurs (a B2B relationship). Only registered Customers and Users may use the Platform, on the terms set out in § 4.
5. Customers and Users of the Platform are obliged to observe the principles of community life, generally accepted social norms and to respect the good name and legal interests of the Operator and of other Users. Any actions resulting in an infringement of copyright in content posted on the Platform or available through it are prohibited.
6. The Operator reserves the right to delete the Account or to temporarily block the ability to use the Platform or the Services for Customers who infringe or fail to observe the provisions of the Terms and Conditions.
7. The Customer bears full responsibility for the Users to whom it has granted access to the Account. In the event of an infringement of the Terms and Conditions by Users to whom the Customer has granted access to the Account, the consequences are borne by the Customer.
8. Each Customer and User is obliged, before commencing use of the Platform, to read the Terms and Conditions and to comply with their provisions. These Terms and Conditions are made available to Customers and Users free of charge via the Operator's website, in a manner enabling them to be obtained, reproduced and recorded.
9. **The Customer and the User acknowledge that the Platform is based on probabilistic technology (artificial intelligence), which by its nature may generate erroneous results ("hallucinations"). The Customer and the User undertake to independently verify every result produced by the Platform (in particular analyses of documentation, material take-offs, steel cutting layouts, calculations and quotations) against the original source documentation and the**

applicable standards and regulations. Failure to carry out such verification is the sole responsibility of the Customer and the User concerned.

10. Results generated by the Platform are intended solely to support and organise job fulfilment and decision-making, and require human approval before use. They may not be the sole basis for any business, technological or design decision made by the Customer or the User.

§ 2. Terms and definitions

1. Terms written in these Terms and Conditions with a capital letter and not defined elsewhere have the following meanings:

- 1) **Assistant** – a functionality of the Platform based on artificial intelligence technology which, once the User has uploaded technical documentation, supports the identification of execution and quality requirements, the construction of the order structure, the preparation of material take-offs and steel cutting layout proposals;
- 2) **Price List** – a schedule setting out the types of paid Services, Plans, Fees, Commissions and Subscription Periods available, accessible at <https://ferraflow.com/pricing>;
- 3) **Personal Data** – any information relating to an identified or identifiable natural person, in particular by reference to an identifier such as a name and surname, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 4) **Registration Form** – an interactive form available within the Platform enabling the creation of an Account, requiring the provision of the Customer's data (including the NIP) and the Personal Data of Users acting on behalf of the Customer;
- 5) **Password** – a string of characters consisting of at least 8 characters, including digits and letters, created individually by the User, the provision of which is required in the registration process and which enables further use of the Platform and access to the Account;
- 6) **Customer** – an entrepreneur who has concluded an Agreement with the Operator for access to an Account, using the Platform in connection with its business activity;
- 7) **Civil Code** – the Polish Act of 23 April 1964 – the Civil Code;
- 8) **Account** – an account dedicated to the Customer, enabling the use of the functionalities available within the Platform. Access to the Account is held by the Users assigned to the Account by the Customer;
- 9) **Buyer** – a Customer or User who, within the Marketplace, places an order for Materials offered by a Seller;
- 10) **Marketplace** – a functionality of the Platform enabling Sellers to post Listings and matching Sellers with Buyers for the purpose of concluding a contract for the sale of Materials between them, whereby the Operator is not a party to such contracts;
- 11) **Materials** – goods from the steel structures industry (in particular steel, sheets, profiles, steel mill products) offered by Sellers within the Marketplace;
- 12) **Tools** – digital tools made available within the Platform, in particular: the Profile Cutting Calculator, the Purchasing Assistant, Working Time Reporting, Smart Quoting and Warehouse Management. The scope, conditions and charges for the use of individual Tools are set out in the Terms and Conditions and in the Price List;

- 13) **Newsletter** – a free electronic Service provided by the Operator, consisting in the delivery by e-mail of information about new features available within the Platform, changes to the Services and functionalities provided and other commercial information relating to the Operator's activity;
- 14) **Listing** – a listing posted by a Seller within the Marketplace, containing an offer or an invitation to conclude a contract for the sale of Materials;
- 15) **Subscription Period** – the period, specified in the Price List, entitling the Customer to use a given Plan or Tool;
- 16) **Operator** – the company FERRAFLOW Spółka z ograniczoną odpowiedzialnością, with its registered office in Dzięcioły Dalsze (Dzięcioły Dalsze 63, 08-320 Dzięcioły Dalsze), entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Lublin-Wschód in Lublin, seated in Świdnik, VI Commercial Division of the National Court Register, KRS: 0001232717, REGON: 544382368, NIP: 8231677178, share capital 5.000,00 zł;
- 17) **Fee** – depending on the case – the Subscription Fee, the price of Goods in the Shop, the Commission or another charge indicated in the Price List;
- 18) **Subscription Fee** – a fee, in the amount specified in the Price List, charged by the Operator, enabling the use of a specified Plan for a Subscription Period;
- 19) **Plan** – a package of access to the functionalities and Tools of the Platform offered to Customers by the Operator on the terms and conditions indicated in the Price List, subject to a Subscription Fee;
- 20) **Platform** – the FerraFlow platform, available at <https://ferraflow.com>, together with the associated application, through which the Operator provides the Services, in particular the Assistant, the Tools, the Shop and the Marketplace, to support steel fabrication companies in fulfilling their jobs;
- 21) **Privacy Policy** – the policy on the processing of Personal Data by the Operator;
- 22) **Commission** – the remuneration due to the Operator for making the Marketplace functionality available, calculated on the transaction concluded between the Seller and the Buyer, in the amount specified in the Price List;
- 23) **Terms and Conditions** – these Terms and Conditions of the FerraFlow Platform;
- 24) **Shop** – the online shop operated by the Operator within the Platform, through which the Operator sells Goods to Customers;
- 25) **Seller** – a Customer or User who, within the Marketplace, posts a Listing and offers Materials for sale;
- 26) **Goods** – a movable item (workshop equipment and accessories) sold by the Operator within the Shop;
- 27) **Content** – any data, documents, files and materials entered or uploaded to the Platform by the Customer or the User, including design and workshop documentation, technical drawings, take-offs and data entered into the Tools;
- 28) **Agreement** – the agreement for the provision of services by electronic means concluded between the Operator and the Customer for the use of the Platform. The term also covers, as applicable, the contract for the sale of Goods concluded in the Shop;
- 29) **Device** – electronic devices allowing the processing, receipt and sending of data, such as a smartphone, computer or tablet;

30) **Services** – services provided by electronic means offered by the Operator within the Platform, in particular those indicated in § 3 of the Terms and Conditions.

31) **User** – a natural person who is a Customer or who has received access to the Account from the Customer and uses the Platform in the name and on behalf of the Customer.

2. In every case in which the singular has been used in the definitions above to denote a specified act, person or thing, those definitions apply accordingly to the plural, and where the plural has been used – they apply accordingly to the singular.

§ 3. Services and functionalities of the Platform

1. The Operator provides the Services via the Platform, on the terms set out in these Terms and Conditions.

2. Within the Platform, the Customer and the User may use in particular the following Services and functionalities:

- a) the Account access Service;
- b) the Assistant and digital Tools supporting order fulfilment;
- c) the Shop – purchasing Goods (workshop equipment) from the Operator;
- d) the Marketplace – posting Listings and concluding contracts for the sale of Materials between Users;
- e) the Newsletter Service.

3. The Account access Service is free of charge. The charges for individual Tools, Plans, Goods and Commissions are set out in the Price List.

4. Tools such as the Profile Cutting Calculator, the Purchasing Assistant, Working Time Reporting and Smart Quoting are made available as part of a time-limited, free promotion which – unless the Operator decides otherwise – will last until **31 December 2026**. Once the promotion ends, those Tools will become subject to charges and will be included in a paid subscription (Plan), in accordance with the Price List in force on the date the promotion ends.

5. The Warehouse Management Tool is, as a rule, made available free of charge. The Operator nevertheless reserves the right to introduce operational limits in relation to this Tool (e.g. the number of items, transactions, database space), to modify it, to change its functional scope, to make it subject to charges in the future or to withdraw it entirely – for important technical, organisational or economic reasons, upon prior notice in accordance with § 18 of the Terms and Conditions. Making this Tool available free of charge does not give rise to any obligation on the part of the Operator to maintain it free of charge in perpetuity.

6. The Operator may make individual functionalities available in stages, including in a test (beta) version, which may entail limitations of functionality and availability.

§ 4. B2B status and access rules

1. The Platform is intended exclusively for entrepreneurs and is not addressed to consumers within the meaning of Article 22¹ of the Polish Civil Code. The conclusion of the Agreement and the use of the Platform take place exclusively in connection with the Customer's business or professional activity.

2. Account registration takes place in a two-stage model. In the first stage (simplified registration), the condition for setting up an Account is the provision of an e-mail address, a password and a statement of conducting business activity. In the second stage, before obtaining access to selected functionalities (in particular the Warehouse Management module, the Shop, the Marketplace or paid Plans), the Customer is obliged to complete full verification and to provide the NIP number and the remaining company registration data.

3. Natural persons conducting sole proprietorship business activity may use the Platform solely to the extent that they declare and warrant that the conclusion of the Agreement and the use of the Platform have a professional character for them, arising in particular from the subject matter of the business activity performed. Making such a declaration (by ticking the dedicated box in the Registration Form) is a condition for using the Platform. Persons who do not make such a declaration may not use the Platform.

4. To the extent permitted by law, the provisions on consumer protection, including the provisions on the right to withdraw from an Agreement concluded at a distance, do not apply to agreements concluded on the basis of the Terms and Conditions. The parties also exclude the statutory warranty for defects (Article 558 § 1 of the Polish Civil Code) in relation to the Goods sold in the Shop and to the Services and functionalities of the Platform.

5. If, notwithstanding the provisions of paragraphs 3 and 4, mandatory provisions of law protecting a given entity apply in a particular case (including provisions concerning an entrepreneur for whom the Agreement does not have a professional character) which cannot be excluded or limited by the Agreement, the provisions of the Terms and Conditions that conflict with such provisions do not apply in the relationship with that entity.

§ 5. Registration and the Account

1. Use of the full functionality of the Platform requires registration of an Account. Registration and maintenance of the Account are free of charge.

2. Before commencing the registration procedure, the Customer is obliged to read and accept the Terms and Conditions and the Privacy Policy.

3. In the registration process the Customer provides at least: the NIP and the business name of the entrepreneur, an e-mail address, a Password and the name and surname of the person setting up the Account. The Operator may make additional authentication methods available (e.g. logging in using external identity providers).

4. During registration the Customer makes the required declarations (acceptance of the Terms and Conditions and the Privacy Policy, a declaration as to the professional character of the Agreement) and may give separate, voluntary consents (e.g. to receiving commercial information or the Newsletter). Failure to give marketing consents does not affect the ability to use the Platform.

5. Upon the correct completion and submission of the Registration Form, the Customer obtains access to the Platform. The Agreement in respect of the Account Service is concluded when the Customer receives confirmation of the registration of the Account. Together with the confirmation of registration, the Operator sends the Customer the current text of the Terms and Conditions recorded on a durable medium in PDF format, enabling it to be downloaded, saved and reproduced repeatedly in unchanged form.

6. The Customer may at the same time be a User and – in accordance with the selected Plan – grant access to the Account to other Users. The Customer is liable for the acts and omissions of those Users as for its own.

7. The agreement for the provision of the Account Service is concluded in the Polish language for an indefinite period, unless the parties agree otherwise. The e-mail address associated with the Account is used for all correspondence relating to the Agreement.

8. As part of the provision of the Account Service and of implementation support, the Operator is entitled to send the Customer and the Users operational, implementation-related and educational communications directly connected with the functioning of the Platform, in particular:

- a) instructions, implementation guides and video materials (tutorials) concerning the correct configuration and effective use of the Tools and the Assistant;
- b) notifications of new functionalities, implemented updates, planned maintenance works and technical changes to the Platform;
- c) system communications supporting the proper performance of the Agreement.

The communications referred to in this paragraph constitute an integral element of user support within the Account Service and do not constitute commercial information within the meaning of the Polish Act on the Provision of Services by Electronic Means, provided that they do not promote paid services of third parties.

9. The Customer obtains access to the Account by means of a login (e-mail address) and a Password. The User may not disclose the login credentials to other persons.

10. The Customer bears full responsibility for the correctness and currency of the data provided in the Registration Form and in the course of using the Platform. Providing incomplete or untrue data is prohibited.

§ 6. Payments and Plans

1. The Customer may use limited functionalities of the Platform without incurring Fees. In order to use additional functionalities or Plans, the Customer pays a Fee in accordance with the Price List. The Customer is informed of the amount of the Fee before incurring it.

2. A Plan is activated when the payment is credited to the Operator's account. The Subscription Period is one month, unless otherwise provided by the Price List or the terms of a given promotion.

3. Upon the end of the Subscription Period, the Agreement in respect of a given Plan is automatically extended for a further Subscription Period of the same length, unless either party, before its end, submits a declaration of resignation from continuation.

4. By choosing a payment card as the method of payment, the Customer consents to the automatic, recurring charging of the card with the amount of the Fees due for subsequent Subscription Periods, until resignation from the Plan is notified. The Customer consents to the Operator's use of external payment service providers and to the disclosure to them of the data necessary to process the payment.

5. Subscription Fees for a Subscription Period that has commenced are non-refundable, unless mandatory provisions of law provide otherwise. The Operator issues VAT invoices in accordance with the applicable regulations.

6. The Operator reserves the right to change the Price List, to introduce new Services, to withdraw Services and to conduct promotional campaigns and grant discounts. These changes do not affect Services for which orders were placed before the date on which they enter into force.

§ 7. Transition from the free to the paid model and data retention

1. In connection with the end of the free promotion referred to in § 3(4) of the Terms and Conditions, the Operator will inform Customers of the date on which the given Tools will become subject to charges, with the notice period provided for in § 18 of the Terms and Conditions.

2. If, after the end of the free promotion, the Customer does not purchase a paid Plan covering a given Tool, access to the paid functionalities is blocked, and the data created or saved by the Customer in those Tools (in particular saved quotations, working time reports, take-offs) is made available in read-only mode for a period of 30 days.

3. During the period referred to in paragraph 2, the Customer may download (export) its data in a commonly used format. After the expiry of that period, the Operator is entitled to permanently block access to and delete the data associated with the paid Tools, subject to data which the Operator is obliged to retain on the basis of provisions of law or which is necessary for the establishment, exercise or defence of claims.

4. The detailed rules and periods for the retention of Personal Data are set out in the Privacy Policy. The purchase of a paid Plan during the period referred to in paragraph 2 restores full access to the data, provided that it has not previously been deleted.

§ 8. The Shop – sale of Goods by the Operator

1. Within the Shop, the Operator sells Goods (workshop equipment and accessories) to Customers. Information about Goods presented in the Shop constitutes an invitation to conclude an Agreement and not an offer within the meaning of the Civil Code.

2. The prices of Goods are given in Polish zloty or in other currencies available on the Platform and are net prices (they do not include VAT or delivery costs). An order is placed by completing the form and confirming the order with an obligation to pay.

3. The VAT due (and any customs duties) will be added in the order summary in accordance with the tax regulations in force in the country of delivery and the Customer's tax status:

1) for deliveries within the territory of Poland – VAT is added at the domestic rate;

2) for deliveries to other European Union countries (Intra-Community Supply of Goods) – a VAT rate of 0% applies (reverse charge), provided that the Customer provides a valid EU VAT number verified in the VIES database;

3) for deliveries outside the territory of the European Union (Export) – a VAT rate of 0% applies, provided that the Operator obtains customs documents confirming the export of the Goods outside the territory of the EU.

4. Where prices are presented in a currency other than PLN, conversion takes place at the average exchange rate of the National Bank of Poland (NBP) of the last business day preceding the day on which the order is placed, or at the exchange rate of the payment service provider processing the transaction (depending on the payment method selected).

5. The contract for the sale of Goods is concluded when the Operator confirms acceptance of the order for fulfilment. The Operator provides the Customer with confirmation of the conclusion of the Agreement and an accounting document in accordance with the regulations.

6. Delivery fulfilment, the available delivery and payment methods and the time limits are specified in the Shop before the order is placed. The risk of accidental loss of or damage to the Goods passes to the Customer upon release of the Goods to the Customer or to the carrier.

7. In accordance with § 4(4) of the Terms and Conditions, in relations between the Operator and the Customer the statutory warranty for defects of the Goods is excluded (Article 558 § 1 of the Polish Civil Code). This does not limit any guarantees granted by the manufacturers of the Goods.

8. Complaints concerning Goods are handled under the procedure set out in § 16 of the Terms and Conditions, taking into account the specific nature of the sale of Goods.

§ 9. The Marketplace – intermediation in the sale of Materials

1. Within the Marketplace, the Operator makes available to Sellers and Buyers the ICT infrastructure enabling the posting of Listings, the matching of the parties and the conclusion and handling of transactions concerning Materials. The Operator is not a party to the contracts for the sale of Materials – those contracts are concluded directly between the Seller and the Buyer.

2. The Operator acts solely as a provider of IT infrastructure and as an intermediary matching the parties. The Operator is not a seller or supplier of the Materials and bears no liability for their existence, quality, parameters, conformity with the description, availability, the legality of their origin, or for delivery, logistics, tax settlements and the performance of contracts concluded between Users.

3. The Operator may make available the functionality of making payments for Materials via an external payment service provider. The funds due to the Seller in respect of the sale of Materials do not constitute the Operator's revenue and are not transferred to the Operator – they are settled for the benefit of the Seller via the payment service provider.

4. For making the Marketplace functionality available, the Operator is entitled to a Commission on the transaction concluded, in the amount and on the terms set out in the Price List. The Commission is the Operator's sole remuneration in connection with the Marketplace.

5. The Seller declares that it is entitled to dispose of the Materials and that the Listings are consistent with the factual and legal state of affairs and with the provisions of law. The Seller and the Buyer determine the terms of sale independently and are responsible for the performance of the contracts concluded between them, including complaints and settlements.

6. The Operator, as a platform operator within the meaning of the provisions on the automatic exchange of information on sellers (the Polish Act of 9 March 2017 on the Exchange of Tax Information with Other Countries, implementing Council Directive (EU) 2021/514 – DAC7), is obliged to collect, verify and report to the competent tax authorities (the Head of the National Revenue Administration (Szef Krajowej Administracji Skarbowej)) the Sellers' data and information on the revenue obtained by them within the Marketplace. The Seller is obliged to provide the data necessary to fulfil these obligations, and failure to provide it may result in the blocking of the ability to use the Marketplace.

§ 10. Use of the Platform and technical requirements

1. Use of the Platform requires an active electronic mail (e-mail) account and a Device with access to the Internet and an up-to-date web browser.
2. The Operator is not a provider of data transmission services. The costs of data transmission are borne by the Users themselves.
3. The Operator will make every effort to ensure that data transmission is secure and that the confidentiality, integrity and completeness of the transmitted data is preserved, taking the necessary technical and organisational measures. However, due to the public nature of the Internet, Users should reckon with the risk associated with the actions of unauthorised persons and apply their own protective measures (e.g. antivirus software).
4. The Operator bears no liability for technical problems or limitations of the User's Devices or Internet connection which prevent the use of the Platform.
5. The Operator will exercise due care to ensure the uninterrupted operation of the Platform, but has the right to carry out technical breaks for the purposes of updates, maintenance and improvements. Unavailability of the Platform for these reasons does not constitute a breach of the Agreement. The Operator ensures that the total duration of such unavailability will be as short as possible.

§ 11. Obligations of the Customer and the User

1. Customers and Users are obliged to use the Platform in a manner consistent with the applicable provisions of law, the Terms and Conditions and the principles of community life, with respect for the rights of third parties and of the Operator.
2. The Customer and the Users are obliged not to supply content of an unlawful character. In particular, the following is prohibited:
 - a) disrupting, blocking, overloading, interrupting, slowing down or hindering the normal functioning of all or part of the Platform;
 - b) posting content infringing the rights of third parties, including intellectual property rights;
 - c) posting content that is vulgar, offensive, degrading or misleading;
 - d) supplying harmful software;
 - e) interfering with the content and appearance of the Platform;
 - f) applying reverse engineering, decompilation, disassembly, decryption or other methods of discovering the source code of the Platform;
 - g) actions of a spamming nature and actions bearing the hallmarks of an act of unfair competition or an unfair market practice;
 - h) setting up false Accounts.
3. The User declares that it holds all rights and authorisations to upload, process and make available the Content (including design and workshop documentation and technical drawings) entered into the Platform, and that its use by the Operator for the purpose of providing the Services and for the purposes set out in § 14 of the Terms and Conditions does not infringe the rights of third parties, including copyright, trade secrets or confidentiality obligations. Where necessary, the User is obliged to obtain the relevant consents of third parties.

4. The Customer undertakes to release the Operator from liability and to cover all reasonable costs (including legal costs) arising from third-party claims connected with an infringement by the Customer or a User assigned to it of the provisions of the Terms and Conditions or of provisions of law in connection with the use of the Platform.

§ 12. Artificial intelligence disclaimers and engineering responsibility

1. Results produced by the Assistant and the Tools (including the identification of requirements, material take-offs, steel cutting layout proposals, calculations and quotations) are for supporting and advisory purposes only. They do not constitute design documentation, structural calculations or a design within the meaning of construction law, nor do they constitute offers within the meaning of the Civil Code. The Customer bears full (100%) responsibility for verifying calculations, selecting materials and their parameters, ensuring the correctness of the technology, and ensuring the safety of steel structures. The Operator is not liable for design, fabrication or construction errors, or for the consequences of using results produced by the Platform without independently verifying them.

2. By using the Platform, the User interacts with an artificial intelligence system. The results generated by the Platform are the effect of probabilistic algorithms. Content produced by AI is marked accordingly.

3. All proposals generated by the Assistant and the Tools are subject to the principle of human supervision (human-in-the-loop). Before pasting or uploading any documents (e.g. suppliers' quotations, specifications) into the Tools, the Customer and the User are obliged to remove from them all personal data of third parties and information constituting the trade secrets of third-party entities which they may not disclose to third parties.

4. The Platform uses artificial intelligence models and algorithms supplied by third parties (external models), tuned for the purposes of the Platform, as well as components developed by the Operator. The Operator is responsible for the integration and configuration of these solutions, acting as a downstream provider, but has no influence on the architecture, the manner of training or the changes introduced by the suppliers of the external models. The Operator provides access to technical documentation to the extent required by provisions of law.

5. The Operator declares that the AI mechanisms applied do not serve purposes prohibited by provisions of law, in particular subliminal manipulation, the exploitation of users' vulnerabilities or the assessment of social trustworthiness (social scoring).

6. Due to the statistical nature of machine learning and model tuning processes, the Operator does not guarantee that the results will always be correct, complete and consistent with the User's intention. Data entered by the User may influence content generation patterns; the Operator implements technical measures intended to prevent the uncontrolled disclosure of data in the system's responses.

7. The Operator reserves the right to monitor and analyse the manner in which Users use the Platform and the activity on the Account of the Customer and the Users (including as regards the frequency of logins, the modules used, the parameters of the processes entered and navigation paths). These actions are undertaken in order to:

- a) improve the provision of the Services and ensure security;
- b) optimise performance, develop functionalities and detect technical errors;
- c) generate and send Users personalised contextual hints, tips facilitating the use of the Assistant and the Tools, and recommend functions of the Platform which may improve the work of the given

User.

8. The Operator declares that the artificial intelligence functions available on the Platform (the Assistant and AI Tools) use models from external providers that are accessed through APIs. Accordingly, data entered by Users (prompts and uploaded files) is transmitted in real time outside the Operator's infrastructure for processing and response generation. The Operator uses only business API services whose terms disable, by default, the use of transmitted data to train, fine-tune or optimise the providers' public artificial intelligence models. Third parties process this data solely to generate a result in response to the User's current query and do not subsequently use it for other purposes. This does not exclude the Operator's right to use the Content to the extent specified in § 14(4) of the Terms and Conditions.

§ 13. Liability of the Operator

1. The Customer and the User use the Platform voluntarily.
2. The Operator excludes liability for damage arising as a result of a lack of continuity in the provision of the Services, including damage resulting from circumstances for which the Operator is not at fault (e.g. force majeure, DDoS attacks, unavailability of infrastructure through the fault of the hosting services provider).
3. The Operator, to the maximum extent permitted by law, bears no liability for:
 - a) the use of the Platform in a manner contrary to the Terms and Conditions and for the consequences of providing untrue data;
 - b) the consequences of the use of the login and Password by third parties;
 - c) limitations or technical problems of Users' ICT systems;
 - d) loss of data caused by equipment failure or other circumstances beyond the Operator's control;
 - e) any damage or viruses that may infect the User's Devices;
 - f) failures or delays and unsatisfactory quality or performance of the Platform.
4. The Operator gives no guarantee or warranty as to the accuracy or content of the materials and content published on the Platform, nor as to their uninterrupted availability, and does not guarantee the achievement of specified business results.
5. The Operator bears no liability for the unavailability, changes in functionality or errors of the systems, API interfaces or services of third parties with which the Platform is integrated.
6. In accordance with § 9 of the Terms and Conditions, the Operator bears no liability for the Materials offered in the Marketplace, their quality, delivery, or for the performance of contracts concluded between Users. In accordance with § 12 of the Terms and Conditions, the Operator bears no liability for design errors and for the consequences of a failure to verify the results of the operation of AI.
7. The Operator's liability for non-performance or improper performance of the Agreement is limited to actual damage and does not cover lost profits (lucrum cessans).
8. The Operator's total liability in damages towards the Customer in respect of events in a given period is limited to the aggregate amount of the Subscription Fees paid by the Customer in the 12-month period preceding the event giving rise to the damage, and in the case of Customers using exclusively free functionalities – to the amount of 1.000,00 zł.

9. The limitations of liability referred to in this paragraph do not apply to the extent that mandatory provisions of law do not permit their exclusion or limitation (in particular for damage caused intentionally).

§ 14. Intellectual property rights and licences

1. The Platform and the content collected within it are protected on the basis of generally applicable provisions, in particular the Polish Act of 27 July 2001 on the Protection of Databases and the Polish Act of 4 February 1994 on Copyright and Related Rights.

2. Protection covers in particular the program (including the source code) on which the operation of the Platform is based, its interface and its graphic and functional elements. All ideas, solutions and know-how applied in the Platform constitute the legally protected trade secret of the Operator.

3. Upon the conclusion of the Agreement, for its duration, the Operator grants the Customer and the Users assigned to it a non-exclusive, non-transferable and non-assignable licence (without the right to sublicense) to use the Platform in accordance with its intended purpose, solely to the extent arising from the Terms and Conditions.

4. The Customer and the User (depending on which of them enters the data) grant the Operator a non-exclusive, royalty-free, worldwide licence to use the Content entered into the Platform: a) to the extent necessary to provide and perform the Services within the Platform for that Customer, including its reproduction, processing, analysis and storage and its display on the Customer's Device, and b) for the purpose of developing and improving the Platform, including the fine-tuning of the models and algorithms used in the Platform – whereby for this purpose the Operator uses the Content exclusively in an anonymised or aggregated form which does not permit the identification of the Customer, the Users or third parties, nor the disclosure of trade secrets.

5. The licence referred to in paragraph 4 expires automatically upon termination of the Agreement and deletion of the Account, subject to data which the Operator must retain on the basis of provisions of law. The expiry of the licence does not affect the results of the fine-tuning of models and algorithms carried out in accordance with paragraph 4(b) during the term of the Agreement, provided that those results do not contain the Content in a form enabling it to be reproduced.

§ 15. Entrustment of the processing of Personal Data

1. To the extent that the Customer enters into the Platform the personal data of its employees, associates or other third parties (in particular within the Working Time Reporting or Warehouse Management module), the Customer acts as the Controller of that data, and the Operator processes it on the Customer's instructions as a processor within the meaning of Article 28 GDPR.

2. The subject matter of the entrustment is the provision of the Services set out in the Terms and Conditions, and the categories of data are the standard data of the Customer's employees and associates (e.g. name, surname, e-mail address, working time data). The entrustment is made for the duration of the Agreement.

3. The Operator undertakes to:

- 1) process the data solely on the documented instructions of the Customer (which include, among others, these Terms and Conditions and the configuration of the functions in the Platform);
- 2) ensure that persons authorised to process the data have committed themselves to confidentiality;

- 3) implement technical and organisational measures ensuring a level of security appropriate to the risk (in accordance with Article 32 GDPR);
 - 4) assist the Customer in fulfilling the obligation to respond to requests from data subjects, and other obligations under Articles 32–36 GDPR;
 - 5) delete or return the data after the end of the provision of the Services, in accordance with the provisions of § 7 of the Terms and Conditions;
 - 6) make available to the Customer all information necessary to demonstrate compliance with the obligations set out in Article 28 GDPR and to allow the Customer to conduct audits or inspections (upon prior notice of at least 14 days and at the Customer's cost).
4. The Customer declares that it has a legal basis for processing and for entrusting to the Operator the personal data of its employees/associates.

§ 16. Complaints

1. Complaints concerning improper performance of the Agreement by the Operator or improper operation of the Platform should be submitted to the e-mail address office@ferraflow.com or via the panel available after logging in. Complaints concerning contracts concluded in the Marketplace between Users are handled directly between the Seller and the Buyer.
2. A complaint should contain: the Customer's data, the name and surname of the User, an e-mail address, the subject matter of the complaint and an indication of the date and duration of the problem.
3. Complaints are handled without undue delay, no later than within 14 days of their receipt. The Operator informs of the manner in which the complaint has been handled by electronic mail. If the complaint requires supplementation, the time taken by the complainant to provide additional explanations extends the period for handling it.

§ 17. Termination of the Agreement, blocking and deletion of the Account

1. The Customer and the Operator (the latter – outside a Subscription Period) may terminate the agreement for the provision of the Account Service at any time, without giving a reason, subject to a 30-day notice period counted from the end of the calendar month in which the declaration was made.
2. The Customer may submit a notice of termination in writing, by electronic mail or via the Platform. The Operator submits a notice of termination by electronic mail to the address associated with the Account.
3. The Operator may terminate the Agreement without observing the notice period (including during an active Subscription Period) in the event of an infringement by the Customer or the User of the Terms and Conditions, provisions of law or good practice, and also with immediate effect where, for reasons not attributable to the Operator, performance of the Agreement has become impossible.
4. Termination of the Agreement is tantamount to blocking the Customer's and the Users' access to the Account. § 7 and the Privacy Policy apply accordingly to the handling of data after termination of the Agreement.

§ 18. Amendment of the Terms and Conditions

1. The Operator may amend the Terms and Conditions for important legal or technical reasons, in particular:

- 1) changes in provisions of law,
- 2) the imposition of obligations by state authorities,
- 3) improving the protection of privacy,
- 4) changes to the Privacy Policy,
- 5) preventing abuse, for security reasons, technological and functional changes,
- 6) changes in the scope of the Services provided,
- 7) editorial changes.

2. The Operator will give notice of an amendment to the Terms and Conditions in a message displayed on the Platform at least 14 days before the changes enter into force. During that time the Customer may refuse to accept the amended Terms and Conditions by sending a declaration by electronic mail within 14 days of being informed of the change.

3. In the event of a refusal of acceptance, the Agreement is terminated in accordance with the Terms and Conditions, and in the case of an active Subscription Period – upon its end. Until the Agreement is terminated, the existing provisions apply. The absence of a declaration within the time limit means acceptance of the amended Terms and Conditions.

4. The Operator may amend the Terms and Conditions without observing the 14-day time limit, including with immediate effect, where it is subject to a legal or regulatory obligation that makes it impossible to observe that time limit.

§ 19. Final provisions

1. In matters not regulated by the Terms and Conditions, the provisions of Polish law apply, in particular the Civil Code, the Polish Act of 18 July 2002 on the Provision of Services by Electronic Means and the Polish Act of 4 February 1994 on Copyright and Related Rights – in their currently applicable versions.

2. The Terms and Conditions and other documents may be made available in multiple language versions. In the event of discrepancies between the language versions, the Polish-language version is binding. The language of the Agreement is Polish.

3. All advertising materials concerning the Platform are for information only. Only the provisions of these Terms and Conditions are legally binding.

4. If any of the provisions of the Terms and Conditions is found to be invalid or ineffective, the remaining provisions remain in force, and the invalid provisions are replaced by valid provisions that are closest in purpose.

5. The resolution of any disputes between the Operator and the Customer is submitted to the court having jurisdiction over the Operator's registered office.

6. The Customer is not entitled to transfer the rights or obligations arising from the Agreement to a third party without the Operator's prior written consent, on pain of invalidity.

7. The Terms and Conditions enter into force on 20 August 2026.