

## TERMS AND CONDITIONS FOR THE PROVISION OF HOSTING SERVICES

These terms and conditions, hereinafter referred to as “Terms”, define the rules, scope, and conditions for the provision of hosting services by Comarch S.A. with its seat in Kraków, Aleja Jana Pawła II 39A, entered in the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, XI Economic Division of the National Court Register under KRS number 0000057567 (hereinafter referred to as “Comarch”). The share capital of the company amounts to PLN 8 133 349.00. The share capital was paid in full. TIN: 677 – 00 – 65 – 406. E-mail address: [hosting@comarch.pl](mailto:hosting@comarch.pl).

### §1 Definitions

Concepts referred to in these Terms shall be understood as follows:

**Comarch Cloud Portal (Portal)** – a portal aggregating Comarch’s services offered and provided in the cloud model, allowing Clients and Users to self-manage the services, place orders, manage accounts, and more, unless the parties have agreed otherwise.

**Hosting Services (Services)** – services that make it possible to use the service suite specified in the Order as set forth in these Terms.

**Client** – a natural person running a business, a legal person, or an organizational unit without legal personality running a business.

**Consumer** – a Client running a business, who, by signing an agreement for the provision of Services makes a transaction that shall be considered reliable.

**Service Administrator (Administrator)** – a User holding privileges to manage and grant access to the Hosting Services to Users.

**User** – a natural person with access rights to the Hosting Services granted by an Administrator.

**Service Order (Order)** – an order placed electronically via the Portal by the Client or their authorized Partner, specifying in detail the scope of the Service. The Client or Partner authorized by the Client may also place an order in writing.

**Password** – a string of characters that secures access to the Hosting Services.

**Login** – a unique string of characters that identifies the User and is used together with a Password to authorize access to the Hosting Service (logon).

**ERP System** – ERP software produced by Comarch that is used by the Client on the basis of a separate agreement.

**Hardware and Software Platform** – virtual machines of specific resources, devices, equipment, and software used for the purpose of providing the Service in compliance with the Order.

**Billing Period** – a billing period shall be interpreted as calendar month.

**Price List** – a price list specifying the fees for the provision of Additional Services available at [https://www.comarch-cloud.pl/files-app/file\\_15/Cennik-Comarch-Hosting.pdf](https://www.comarch-cloud.pl/files-app/file_15/Cennik-Comarch-Hosting.pdf).

**Additional Services** – services provided by Comarch for additional fees according to the Price List.

**SLA Parameters** – a set of parameters defining the level of availability and support of the Hosting Services (Hosting SLA) guaranteed by Comarch according to a variant selected by the Client, as described at <https://www.comarch-cloud.pl/sla>.

**Partner** – an entity who has entered into a partnership agreement with Comarch; the current list of Comarch Partners can be found at [www.erp.comarch.pl/lista-partnerow](http://www.erp.comarch.pl/lista-partnerow).

**Third Party Products** – any product (operating system, software, license, etc.) whose manufacturer or owner is not Comarch.

## §2 General provisions

1. The Hosting Agreement (hereinafter: the Agreement) is concluded by placing an Order by the Client or a Partner authorized by the Client and accepting these Terms by the Client. Upon conclusion of the Agreement, the Client shall receive an e-mail confirmation of the Order, detailing the scope of the Service ordered.
2. The subject matter of the Hosting Agreement is the provision of the Hosting Services, i.e.:
  - a. making the ordered hardware and software platform available to the Client
  - b. fulfillment of the SLA Parameters in accordance with a variant selected by the Client
  - c. provision of Additional Services as ordered by the Client
3. The detailed scope of the Services may be found at [https://www.comarch-cloud.pl/files-app/file\\_12/Comarch-Hosting-zakres-uslug.pdf](https://www.comarch-cloud.pl/files-app/file_12/Comarch-Hosting-zakres-uslug.pdf).
4. The Client may expand the Hardware and Software Platform and order Additional Services on the basis of separate Orders. In case of modification of the Service, expansion of the Hardware and Software Platform, or ordering Additional Services on the basis of separate Orders, the Client shall receive an e-mail confirmation of the Order, detailing the scope of the Service ordered following the modifications.

## §3 Rights and obligations of the parties to the Hosting Agreement

1. By virtue of the concluded Agreement, Comarch shall undertake to provide the Hosting Services with due diligence, in compliance with security standards, and in accordance with the scope specified in the Order and these Terms.
2. By concluding the Agreement, the Client agrees to:
  - a) provide up-to-date and truthful data and regularly update this data;
  - b) make use of the Hosting Services according to the rules laid out in these Terms, in the Order, and in compliance with the binding laws as well as social and traditional norms;
  - c) make use of the Hosting Services in a manner that does not violate the rights of third parties (in particular their personal rights and copyrights);
  - d) not attempt to obtain the access data of other Clients or Users;
  - e) cooperate in combating unlawful activities of Users, in particular to disclose, at the request of competent public authorities, data enabling the identification of a specific User;
  - f) inform Comarch of any changes that have or may have an impact on the performance of the Agreement;
  - g) not take actions to the detriment of other Clients and Users;
  - h) refrain from using the Hosting Services for publishing, sharing, or distributing content that does not comply with applicable law or social norms, in particular: pages, graphics, texts, audio and

video recordings and materials containing pornographic content, promoting phonographic or computer piracy, disseminating access code-cracking techniques, disseminating knowledge for the creation of computer viruses, containing obscene or vulgar content inciting hatred, in particular on grounds of race, gender, nationality, national status, sexual orientation, offending religious feelings or questioning non-denomination, propagating ideologies of Nazism, communism or apartheid, and questioning the historical truth, harming the personal rights of any third parties, infringing the intellectual property rights of third parties, including the rights to a trademark or other distinctive signs, the copyrights and the related rights, promoting, encouraging or instructing in the field of criminal activities, links to files and pages containing the above-mentioned content;

- i) refrain from storing files, scripts or programs in the Service which may disrupt the operation of connection, server, or websites of other Clients, Users or third parties;
  - j) not use the Hosting Services for sending spam messages;
  - k) notify Comarch at least 5 day in advance about the intention of the Client or User to install components whose operations may cause a transfer exceeding 100 GB/day;
  - l) timely pay the fees;
  - m) comply with the security requirements for the use of the Services as indicated in the Comarch Cloud and Hosting Security Policy available at <https://www.comarch-cloud.pl/regulaminy-i-zasady-korzystania-z-uslug>.
3. The Client shall be fully responsible for the way they use the Hosting Services provided by Comarch. In particular, the Client shall be liable for the way the Hosting Services are used by the Users.
  4. In order to use the Hosting Services, the User is obliged to log on each time with a login and password.
  5. The Client has the option of installing Third Party Products within their Service themselves, for which the Client is solely responsible. Comarch shall not be responsible for any problems with the operation of such software or resulting from such installation.
  6. The Client agrees to obtain a license for the independently installed Third Party Products used as part of the Service, and is solely responsible to the Third Party for any violation of the terms of use (license) of such products.
  7. In the event that Comarch discovers a Third Party Product that is malicious, illegal, or from an unknown source (so-called pirated software), for which the Client does not have a license, or if Comarch discovers a breach of the security of the Service, the Client shall remove/uninstall such product immediately upon request by Comarch. If a relevant time limit has passed and the Client has not taken appropriate action, Comarch shall be entitled to remove/uninstall such a product for the Client and block access to the Service and/or immediately terminate the Agreement and claim compensation for damages incurred by Comarch.
  8. The Client agrees to abide by the license terms of the Microsoft software installed by Comarch as part of the Service, located at <https://www.comarch-cloud.pl/EndUserLicenseTerms.pdf>.
  9. The Client agrees that Comarch may provide Third Parties with information including, but not limited to, company data, address data, and other information requested by the Third Party. The transfer of such information shall be made only at the request of the Third Party and to the extent necessary to perform Comarch's contractual obligations to the Third Party.
  10. The Client shall regularly update the Third Party Products that they use within the Service. In the event of a failure by the Client to update Third Party Products within 7 days of being requested to do so, Comarch may perform such an update for the Client. In the event that there is insufficient space on the Client's system disk necessary for such an update, Comarch may request the Client to free up or increase the space on the system disk, and if a time limit set by Comarch has passed and the Client has not taken appropriate action, Comarch shall, for an additional fee in accordance

with the Price List, increase the system disk by the amount necessary for the update. If the performance of such updates by Comarch leads to any errors or other irregularities in the Service, Comarch shall take steps to restore the Service considering the SLA Parameters.

11. Comarch reserves the right to suspend the Client's access to the Service in the event of a risk to the stability and/or security of Comarch systems and environments caused by the Client's failure to perform required updates. Such a suspension, in cases of emergency, may take place immediately and without prior notice to the Client.
12. Comarch does not monitor the information and data that is published, shared, or distributed by Clients using the Service. In particular, Comarch does not use an algorithmic decision-making system for such purposes.
13. Comarch allows any entity to report illegal content published, shared, or distributed using the Service. Such reports may be submitted using the form at: <https://www.comarch.pl/zglaszanie-nielegalnych-tresci>.

#### **§4 Complaint procedure**

1. Client complaints in connection with non-performance or improper performance of the Agreement shall be sent to Comarch by e-mail to the following address: [hosting@comarch.pl](mailto:hosting@comarch.pl). Such complaints shall specify:
  - a) the Client's data to enable contact and identification;
  - b) the Client's remarks;
  - c) circumstances justifying the Client's complaint;
  - d) the Client's suggestions, if any, for resolving the reported problems.
2. Complaints shall be filed by Users with Administrator privileges.
3. Comarch shall respond to the irregularities reported by the Client within 14 days of receiving such a notification.
4. Comarch shall not be bound by any time limit referred to in the paragraph above if the irregularity in the provision of the Service has been caused by reasons attributable to the Client or has resulted from the Client's breach of these Terms.
5. The person filing the complaint shall have the right to appeal the decision made by Comarch within 6 months from the date of notification of the decision by Comarch.
6. The provisions of this paragraph do not apply to Clients who are Consumers.

#### **§5 Liability principles**

1. Comarch's total liability on any account that results from the execution of the Agreement and applicable laws shall not exceed the value of one-month remuneration in the month in which a damage occurred.
2. Comarch shall not be liable for the actions or omissions of a Comarch Partner and shall bear no responsibility for Third Party Products.
3. Comarch shall not be liable for damages caused by the Client's failure to provide adequate safeguards against interception of the Login and Password or the Client's provision of the Login and Password to unauthorized or untrustworthy persons.
4. Comarch shall not be liable for any damages resulting from the Client's violation of the provisions of these Terms or applicable laws.
5. Comarch's liability for warranty and lost profits is excluded.

#### **§ 6 Duration of the Hosting Agreement**

1. The Hosting Agreement is concluded for an indefinite period.

2. Comarch shall be entitled to terminate the Agreement in writing (otherwise the termination being null and void) with a 3-month notice period with effect at the end of the month.
3. The Client shall undertake not to exercise the right to terminate the Agreement during the first 12 months of the term of this Agreement. After this period, the Hosting Agreement may be terminated by the Client in writing (otherwise the termination being null and void) with a 3-month notice period with effect at the end of the month.
4. If the Client terminates the Agreement before the expiry of the period specified in par. 2 above, the Client shall be obliged to pay the fee for the entire remaining period, i.e. until the end of the first 12 months when the Service is used.
5. In the event of a delay in the payment of a fee due to Comarch that exceeds 30 (thirty) days, Comarch shall be entitled to suspend the execution of the Agreement until the payment of the due fee. In such a case, Comarch is not in delay with the execution of the Agreement until the payment of the fee due. For the period of suspension of the Agreement, Comarch is entitled to the calculation of the fee and the monthly payment due.
6. In the event of suspension of the Agreement for a period exceeding 90 days, Comarch is entitled to terminate the Agreement with immediate effect and delete the Account and Client data.
7. The Client may download the data entered into the Service until the end of the term of the Agreement. After this period, the Client loses the right to download this data. In the event that the Agreement has been suspended due to late payment of fees by the Client, the restoration of access to download the data entered into the Service shall be possible only after the Client has paid all the outstanding fees.
8. If the Client's actions or omissions violate the provisions of these Terms or the provisions of applicable law, Comarch shall be entitled to suspend the execution of the Agreement. In this case, Comarch shall inform the Client of the reason for the suspension and the steps that the Client should take to access the Service again. For the period of suspension of the Agreement, Comarch is entitled to the calculation of the fee and the monthly payment due.
9. Comarch reserves the right to terminate the Agreement with immediate effect in the event that the Client breaches the obligations arising from these Terms or the provisions of applicable law.

#### **§7 Fees**

1. The Client undertakes to timely pay a monthly fee for the Services, which comprises of:
  - a. a fee for the Hardware and Software Platform and Additional Services, according to the Orders placed,
  - b. a fee for Microsoft licenses charged in arrears according to the number of access permissions granted or licenses used in a given month.
2. Comarch reserves the right to change the amount of the fee and the rules for its calculation. Any changes shall be communicated to the Clients via the Portal or by e-mail.
3. If the Service has not been provided for the full billing period, the amount of the fee is determined as follows:
  - a. 1/30 of the monthly fee for the Hardware and Software Platform and Additional Services for each day when these services were provided.
  - b. a fee for Microsoft licenses charged in arrears according to the number of access permissions granted or licenses used in a given month.
4. The fee shall be paid monthly in arrears on the basis of an invoice issued by the 15th day of the following calendar month in which the Service was provided.

## **§8 Security of data entrusted to Comarch**

### **in connection with the provision of the Hosting Services**

1. The data entered by the Client within the Service is the property of the Client, who is the data's Administrator. Accordingly, personal data is entrusted by the Client for processing by Comarch. The rules for entrusting the processing of personal data are established by the Terms and Conditions for the Entrustment of Personal Data Processing attached hereto as Appendix no. 1. Acceptance of these Terms and Conditions by the Client is tantamount to acceptance of the Terms and Conditions for the Entrustment of Personal Data Processing.
2. All data entered by the Client shall be stored by Comarch in accordance with the 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 (hereinafter referred to as GDPR).
3. Comarch undertakes not to use the data entered by the Client in any way, which does not apply, however, to the data necessary to execute the Hosting Agreement and personal data that, in accordance with the law, Comarch is obliged to disclose to courts, law enforcement authorities, or the public administration.
4. Comarch shall store the data entered into the Service for the duration of the Agreement. Upon termination of the Agreement, this data is irretrievably deleted, with no possibility of recovery. The Client shall download, at their own risk, any data entered into the Service until the end of the term of the Agreement.

## **§9 Provisions concerning Consumer Clients**

1. A Client being the Consumer has the right to withdraw from the Agreement without giving any reason and without incurring costs, within 14 days from the date of its conclusion. Provided that this time limit is met, it is sufficient to send to Comarch a statement of withdrawal from the Agreement, the template of which is attached as Appendix no. 2 to these Terms ("Statement of Withdrawal"). Comarch shall refund the received fee to the Client being the Consumer, less the fee for the time during which the Client used the Service.
2. The Consumer's statement may be submitted by any means, provided that Comarch has the opportunity to verify its contents. In particular, the statement may be submitted in writing, to the address: Comarch S.A. 29A Życzkowskiego, 31-864 Kraków or sent by e-mail to [hosting@comarch.pl](mailto:hosting@comarch.pl).
3. Comarch shall immediately, but no later than within 14 calendar days from the date of receipt of the Statement of Withdrawal, return to the Client being the Consumer all payments made by the Client, subject to the provisions of paragraph 1 of this section.
4. Comarch shall refund the payments using the same method of payment as used by the Client being the Consumer, unless the Client has expressly agreed to a different method of refund that does not involve any additional costs for the Client.
5. In the case of the Client being the Consumer, Comarch shall consider statutory warranty claims within 14 days from the date of receipt, notifying the Client being the Consumer of the further procedure. If Comarch does not respond to the requests of the Client being the Consumer within 14 days, it means that the Client's request is considered legitimate.
6. The Client being the Consumer has the option to use out-of-court methods for resolving complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Regional Inspector of Trade Inspection in Warsaw. Information on how to access the aforementioned

dispute resolution mode and procedures, can be found (in Polish) at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl), under the tab "Rozstrzygnięcie sporów konsumenckich".

7. The Client being the Consumer also has the option of using out-of-court methods of pursuing claims in disputes concerning contractual obligations arising from online sales contracts or service agreements, using the EU online ODR platform, available at: <http://ec.europa.eu/consumers/odr>.

### **§10 Final provisions**

1. In matters not regulated by these Terms or the Order, the generally applicable provisions of the Polish law shall apply.
2. The Client is not entitled to transfer the rights under the Hosting Agreement to other persons.
3. Comarch shall be entitled to amend these Terms and Conditions in the following cases:
  - a) Changes in law that directly affect the content of the Terms and Conditions;
  - b) Technological and functional changes in the Service;
  - c) Changes in the scope of services provided, including the introduction of new services;
  - d) Changes necessary for security reasons, including the prevention of abuse or violation of Comarch's rights or legitimate interests;
  - e) Editorial changes.
4. Information about changes in the Terms and Conditions and their effective date shall be posted by Comarch on the Portal or sent to Clients by e-mail.
5. Within 14 days from the date of announcement of information about changes in the Terms and Conditions, the Client may submit a statement of termination of the Agreement - in this case, the Hosting Agreement shall be terminated within 7 days from the date of submission of the statement of termination of the Agreement. After the expiration of the period indicated in the sentence above, the Parties shall be bound by the Agreement with the content resulting from the amended Terms and Conditions for the Provision of Hosting Services.
6. Settlement of any disputes arising between Comarch and the Client being the Consumer shall be submitted to the competent common courts in accordance with the provisions of the Code of Civil Procedure.
7. Settlement of any disputes arising between Comarch and the Client who is not the Consumer shall be submitted to a court having jurisdiction over the seat of Comarch.
8. Terms and Conditions for the Entrustment of Personal Data Processing in Connection with the Use of the Hosting Service is an integral part of these Terms and Conditions.
9. These Terms and Conditions are effective as of January 1, 2025.

## Appendix no. 1

### Terms and Conditions for the Entrustment of Personal Data Processing in Connection with the Use of the Hosting Service

These terms and conditions, hereinafter referred to as "Terms and Conditions", define the terms of personal data processing by Comarch S.A. with its seat in Kraków, Aleja Jana Pawła II 39A, entered in the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, XI Economic Division of the National Court Register under KRS number 0000057567 (hereinafter referred to as Comarch). The share capital of the company amounts to PLN 8 133 349.00. The share capital was paid in full. Tax identification number: 677 - 00 - 65 - 406.

#### §1

1. The Client declares to be the personal data controller or processing entity within the meaning of the Regulation of the European Parliament and of the Council of the European Union of April 27, 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 (hereinafter referred to as "the Regulation" or "the GDPR"), with regard to the data specified in these Terms and Conditions, and thus to be entitled to entrust Comarch with the processing of such data.
2. The Client, within the meaning of Article 28 (3) and (4) of the GDPR, entrusts Comarch with the processing of personal data in compliance with these Terms and Conditions.
3. In accordance with applicable laws, Comarch may process personal data, including also the transfer of data to a third country or international organization, only upon documented instructions from the Client. For the avoidance of doubt, the Parties agree that the acceptance of these Terms and Conditions is tantamount to a documented entrustment of data processing.
4. Paragraph 3 above shall not apply if the obligation to process personal data is imposed on Comarch by law. In such a situation, Comarch shall inform the Client of this obligation prior to the commencement of processing, unless such regulations prohibit the provision of such information due to important public interests.

#### §2

1. Comarch may process personal data in order to perform the Agreement and provide the Hosting Service.
2. Comarch may process data entered by the Client into the Service, which may also include personal data, i.e.:
  - identification data (first and last name, e-mail address, date of birth, login, phone number)
  - address data (code, country, city, street, street number)
  - transaction data (orders with suppliers, sales quotations, proforma invoices, sales invoices, advance invoices, receipts, purchase invoices, invoice corrections)
  - accounting data (entries in VAT registers, accounting records, SAF-T files, declarations, remunerations)
3. The following operations shall be performed, in particular, on the entrusted personal data: collecting, capturing, organizing, downloading, storing, adapting or modifying, downloading, viewing, disclosing by transmission, adjusting or combining, limiting, deleting.
4. The Client shall provide Comarch with the personal data in electronic form. Comarch shall be authorized to process the data in electronic form, but regardless of the form of processing, it is obliged to ensure an adequate level of data security.
5. Comarch shall process the entrusted personal data for the duration of the Agreement.

#### §3

1. The Client declares that they have familiarized themselves with the technical and organizational measures used by Comarch constituting Appendix A before accepting the Terms and Conditions for the Provision of Hosting Services and that they accept them without reservation.

2. The Client declares that they have chosen Comarch as the service provider, taking into account Comarch's expertise, credibility, and resources, as well as its offer to ensure the implementation of appropriate technical and organizational measures.
3. Comarch declares that it has the means to properly process the personal data entrusted by the Client, to the extent and for the purpose specified in the Terms and Conditions for the Provision of Hosting Services.
4. Comarch declares that persons employed in the processing of entrusted personal data (e.g., full-time employees, persons performing activities on the basis of civil law contracts, other persons working for Comarch) have been granted authorization to process personal data, that they have been acquainted with the regulations on personal data protection and the responsibility for failing to comply with them, have been obliged to comply with them, and have been obliged to maintain indefinitely the confidentiality of the processed personal data and the ways of securing them.

#### §4

1. Comarch undertakes to apply technical and organizational measures to adequately secure the personal data entrusted for processing, appropriate to the risks and categories of data to be protected, in particular to protect them against unauthorized access and processing in violation of the law.
2. The parties agree that the personal data shall be processed in accordance with the Client's instructions. The Client's instructions regarding the processing of personal data are contained in the Terms and Conditions for the Provision of Hosting Services. The Client may only send instructions to Comarch regarding the processing of personal data in writing or by e-mail. Instructions transmitted in another form are not binding until sent in the agreed form.
3. Comarch, taking into account the nature of the processing, shall, as far as possible, assist the Client through appropriate technical and organizational measures to fulfill the obligation to respond to a data subject's requests for the exercise of their rights. If it receives such a request, it shall forward it immediately to the Client.
4. Comarch, taking into account the nature of the processing and the information available to it, shall assist the Client in complying with the obligations set forth in Articles 32-36 of the GDPR.
5. Comarch shall immediately inform the Client if, in its opinion, an instruction given to it constitutes a violation of the GDPR or other data protection regulations.
6. Comarch shall immediately inform the Client in the event of a data breach.
7. Comarch shall be obligated to support the Client in fulfilling their obligations under Articles 33 and 34 of the GDPR.
8. Upon termination of the Agreement, Comarch shall delete all personal data and delete all existing copies thereof, unless specific laws mandate the retention of personal data.

#### §5

1. The Client hereby agrees to further entrust the processing of the Client's personal data to other entities as part of the services outsourced by Comarch for the performance of the Agreement.
2. Comarch undertakes to cooperate with subcontractors who ensure that appropriate technical and organizational measures are implemented so that the processing complies with the requirements of the GDPR.
3. Comarch shall enter into an appropriate agreement with each subcontractor that will process the Client's personal data, imposing appropriate obligations on the subcontractor to protect the personal data.
4. If Comarch's subcontractor fails to fulfill its obligations to protect the Client's personal data, Comarch shall be liable to the Client for the subcontractor's failure to fulfill its obligations as for its own acts and omissions.
5. Comarch shall only process personal data within the EEA. Comarch shall not transfer personal data to third countries.

#### §6

1. The Client is authorized to conduct an audit to verify compliance with the rules for entrusting data processing by Comarch, directly or through an authorized auditor, subject to the following conditions:

- a. the Client's auditor shall not be an entity engaged in competitive activity with Comarch S.A. or another company belonging to Comarch Group, or an entity affiliated with it, or its employee, or an entity/person cooperating with it, regardless of the base of the employment or cooperation;
- b. the audit may include sending queries and analyzing documents as long as they are directly related to data processing;
- c. the audit may not involve information or documents related to other Comarch clients, or aim at or result in the Client's access to personal data other than the Client's personal data, or to confidential data of Comarch or other entities;
- d. Comarch may condition the participation of an auditor or designated employee of the Client in the audit on the prior conclusion of an appropriate confidentiality agreement with Comarch;
- e. during the audit, the Client and the auditor are required to comply with Comarch's internal security and confidentiality procedures and policies;
- f. the audit shall not be conducted more often than once per calendar year and should not last longer than 14 days;
- g. the date of the audit should be agreed upon by the Parties, with the Client notifying their intention to conduct the audit at least 14 days before its proposed date by sending a written message;
- h. Comarch is required to actively participate in the audit and cooperate appropriately with the Client and the auditor;
- i. each Party shall bear its own costs related to the audit, with the Client paying all costs of the auditor in each case.

## §7

1. Comarch shall be liable to the Client for compliance with the data protection obligations and for damages caused by its actions in connection with the failure to comply with the obligations that the GDPR imposes directly on the processor, pursuant to Article 82 of the GDPR, subject to the limitation of Comarch's liability set forth in the Terms and Conditions for the Provision of Hosting Services.

### Appendix A – Standard Technical and Organizational Measures

The following appendix provides a general description of the standard technical and organizational measures used when providing personal data processing services to Clients.

#### **I. Organizational measures – Comarch Group procedures and policies**

1. Necessary procedures and policies are implemented in Comarch Group companies to, among other things, ensure the security, confidentiality, integrity, and availability of Client data (including personal data, of which Clients are the controllers) to which employees or associates of Comarch Group companies have access as part of the services provided.
2. Comarch S.A. is ISO 27001 certified and has implemented procedures and related instructions specifying in particular:
  - a) Security policy
  - b) Comarch's IT network management policy
  - c) System and application administration principles
  - d) Rules for presence on Comarch premises and access to Comarch offices
  - e) Rules for the use of assets and removal of equipment
  - f) Rules for securing personal computers
  - g) Rules for the use of information carriers
  - h) Rules for remote access
  - i) Rules for e-mail security
  - j) Password policy
  - k) Business continuity policy
  - l) Anti-virus policy
3. Necessary procedures and policies in principle based on those of the main company in Comarch Group are implemented in the other companies belonging to the group, to the extent that they take into account the specifics and activities of these companies.
4. In addition, dedicated procedures are implemented to ensure that the obligations of Comarch Group companies as data controllers and the obligations of Comarch Group companies as data processors (in relation to Client data) under the GDPR are properly executed.

5. Comarch Group companies cooperate to implement appropriate technical and organizational measures, thereby ensuring an adequate security standard for Comarch Group Clients.

## **II. Technical and Organizational Measures – Access Control**

1. Appropriate technical and organizational measures are implemented in Comarch Group companies to ensure that access to buildings, systems, environments, and data sets is restricted to authorized persons only.
2. Comarch buildings are divided into publicly accessible areas and areas with restricted access for authorized persons.
3. Access cards held by employees or associates or other methods are used to control physical access to Comarch properties, buildings, or rooms, ensuring access control for individuals according to their authorization level.
4. The granting of authorizations to individual employees or associates for access to Comarch's internal systems and client environments is subject to a procedure that allows for a multi-stage verification of the authorization request.
5. Access to internal systems and environments, as well as client data, is available only to authorized employees or associates holding appropriate individual and unique identity and access credentials, with the use of individual accounts and unique passwords established in accordance with the Password Policy.
6. The exchange of information to and from the Comarch Group network using external networks is carried out in accordance with internally adopted security requirements, which are prepared, monitored, and updated on an ongoing basis according to current security trends and legal requirements.
7. Remote access of employees or associates to the Comarch Group network and subsequent exchange of information are carried out in a manner similar to the authentication described in point 5 using secure mechanisms that ensure confidentiality and integrity (e.g. VPN IPSec).
8. To ensure security, Comarch employs, where warranted and in accordance with law, appropriate measures to monitor traffic and report possible breaches, and cooperates with specialized and armed asset protection formations.

## **III Technical and Organizational Measures – Support Services**

Support services are provided by trained employees through the SOZ Issue Tracking System and the mail system, both of which are subject to operation and development taking into account the principles of development and operation of IT systems that meet the guidelines related to personal data processing adopted at Comarch. The databases obtained for the purpose of performing a service shall be immediately and irretrievably destroyed in accordance with Comarch's internal policies.

## **IV. Management of security incidents**

Comarch has implemented procedures for managing information security incidents and has required all employees to report all types of information security incidents, including data protection breaches.

## **V. Training and audits**

1. Comarch has implemented procedures to ensure that employees are periodically trained on applicable security policies and procedures, as well as on data protection regulations and procedures.
2. Security audits of internal systems of Comarch Group are carried out by an authorized and specialized internal unit, whose employees have the appropriate knowledge, experience, and authorizations necessary to properly perform the assigned tasks related to maintaining the highest level of security and timeliness of applied organizational and technical information security measures.
3. Comarch S.A. periodically undergoes audits performed by certification bodies.
4. Audits of client systems are subject to the rules set forth in agreements concluded with the Clients. Comarch cooperates with Clients in inspections and audits carried out by the Clients or appointed external auditors to the extent agreed by the parties in an agreement, while observing the security procedures in force in Comarch Group and taking into account corporate secrecy and the obligation to maintain confidentiality of data and terms of cooperation with other Clients.

**Appendix no. 2**

to the Terms and Conditions for the Provision of Hosting Services

Template for a statement of withdrawal from an agreement concluded at a distance

....., [date] .....

.....

.....

full name and address of Consumer's company

**Statement of Withdrawal from an Agreement****Concluded at a Distance**

I declare that, in accordance with Article 27 of the Act of May 30, 2014 on consumer rights (Journal of Laws 2014, item 827), I withdraw from the agreement no. ... concluded on ..... concerning the purchase of the service .....

.....

Consumer's signature