

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY THE DEVAGROUP AGENCY

1. TERMS OF SERVICE

- 1.1. The Terms of Service define the rules for the provision of services by the Agency DEVA GROUP Katarzyna Marzec, with its registered office at ul. Łokietka 8b/66, 30-010 Kraków, NIP: 677-215-38-18 based on agreements concluded with Customers.
- 1.2. By entering into an agreement, Customers also accept these Terms of Service, which form an integral part of the agreement.
- 1.3. The Terms of Service are effective from 10.06.2019.

2. DEFINITIONS

- 2.1. We use our best efforts to ensure that our vocabulary is plain and understandable, however, to avoid any doubts, the definitions used in these Terms of Service and in the agreements for the provision of services shall have the following meanings:
 - 1) **AGENCY** – DEVA GROUP Katarzyna Marzec, ul. Łokietka 8b/66, 30-010 Kraków, NIP: 677-215-38-18.
 - 2) **CUSTOMER** – a natural person, legal person or an organisational unit that has entrusted the AGENCY with services provision for consideration.
 - 3) **Agreement** – means a Search Engine Optimisation agreement, agreements to run Google Ads campaign (formerly AdWords), Google Marketing Platform (formerly Double Click) or Facebook Ads, a fanpage and any other agreements between the Agency and the CUSTOMER.
 - 4) **Terms of Service** – these Terms of Service defining the detailed rules for the provision of Services by our AGENCY, forming part of the Agreement.
 - 5) **Days** or a **Day** – we always count days as full working days from Monday to Friday, so e.g. work requiring 3 days, ordered on Friday at 12:00, will start on Monday, and the task will be completed before the end of our work on Wednesday.
 - 6) **Services** – services provided by the AGENCY, in particular the services of running Google Ads / Facebook Ads campaigns, positioning, running a fanpage, but also any other services provided by the AGENCY.
 - 7) **The Google Ads services** (formerly Google AdWords) – mean the creation, optimisation and running of the Google Ads Campaign. As part of these services, we deal e.g. with account configuration, preparation of advertising texts, appropriate selection of Keyword Phrases and we care for high quality of the Campaign and optimisation of its settings.
 - 8) **The Google Marketing Platform services** (formerly Double Click) – mean the creation, optimisation and running of a Campaign on the Google Marketing Platform. As part of these services, we deal e.g. with account configuration, preparation of advertising texts, appropriate selection of Keyword Phrases and we care for high quality of the Campaign and optimisation of its settings.
 - 9) **Facebook Ads services** – mean the creation, optimisation and running of the Facebook Ads Campaign. As part of these services, we deal e.g. with account configuration, displaying advertisements and promoting posts on Facebook and we care for high quality of the Campaign and optimisation of its settings.
 - 10) **Search Engine Optimisation Services** (Positioning Services) – mean our actions aimed to promote and maintain CUSTOMER's website at the highest possible positions in Google search results for selected Keyword phrases.
 - 11) **Running a fanpage** – means publishing on the CUSTOMER's Facebook fanpage the content prepared by the AGENCY or provided by the Customer, in accordance with previous arrangements between the CUSTOMER and the AGENCY, as well as moderation of Facebook users posts.
 - 12) **Target Group** – a group of people to whom advertisements can be addressed, defined by a common feature or features, e.g. Kraków inhabitants aged 20-30.
 - 13) **Landing page** – a webpage indicated by the CUSTOMER for which the AGENCY provides its Services.
 - 14) **Campaign** – a structure in the Google Ads or Facebook Ads system containing, inter alia: advertising, specific target group, budget management settings.
 - 15) **Keyword Phrases** – a string of alphanumeric characters, a word or combination of two or more words or words and alphanumeric characters.
 - 16) **Website** – the CUSTOMER's webpage or website.
 - 17) **Google** – the owner of Google Ads and Google Marketing Platform systems and of an internet search engine available, inter alia, at www.google.pl

3. SERVICES COMMENCEMENT

AGREEMENT

- 3.1. We can commence the services after receiving from the CUSTOMER a scan or a photo of the Agreement signed by the CUSTOMER. Upon their receipt, a dedicated specialist will be chosen, who will contact the CUSTOMER, provide information necessary for our services, and then start work. If we do not receive a photo or scan of the Agreement, we will have to wait until the Agreement reaches us by mail.
- 3.2. Unfortunately, a scan or photo of the Agreement is not sufficient for the purposes of our documentation and the lawful provision of Services. Although we can start work before receiving the original Agreement, each CUSTOMER is obliged to send a printed and signed Agreement in two copies to the address of the AGENCY. Then, after the Agreement is signed by the AGENCY's representative, we will send one copy of the Agreement to the CUSTOMER.

PROFORMA INVOICE

- 3.3. We shall start our Services under the Agreement at the earliest on the day on which the CUSTOMER, based on the proforma invoice sent by AGENCY, pays in advance full AGENCY's remuneration indicated in the Agreement for the first settlement period.
- 3.4. The day on which the AGENCY's bank account is credited with the payment under the proforma invoice shall be deemed the day of payment. To avoid unnecessary delays, the CUSTOMER should notify the AGENCY of transfer and should send transfer confirmation by e-mail.

ACCESS

- 3.5. For proper provision of the Services we need access to CUSTOMER's websites and accounts, e.g. Google Analytics, Google Ads, Google Search Console, Facebook advertising account and fanpage on Facebook, Google Merchant Center or Google Tag Manager.
- 3.6. Access required to provide specific Services shall be described each time in the Agreement or Appendix to the Agreement.
- 3.7. Without obtaining the required accesses or due to the absence of the Target Page, we cannot start providing the Services. Any delays arising from actions or lack of actions undertaken by the CUSTOMER shall result also in delaying the start of providing the Service. In such a case, the AGENCY shall not be treated as a party remaining in default or delay and the AGENCY shall be entitled to full remuneration for the period in which the service cannot be provided by the fault of the CUSTOMER.
- 3.8. If the CUSTOMER does not have an account on the website to which the AGENCY requires access, the account, if possible, will be established by the AGENCY.
- 3.9. Refusal to grant access required to provide Services shall be at the CUSTOMER's own risk and shall release the AGENCY from activities under the Agreement for which this access is necessary.

4. DETAILED RULES FOR SERVICES PROVISION AND OBLIGATIONS OF THE PARTIES

- 4.1. The services shall be provided by AGENCY's employees and associates for whose actions or omissions the AGENCY shall be responsible as for its own.
- 4.2. The AGENCY may entrust the provision of Services to other third parties and in such situation it shall be also responsible according to the rules set out in section 4.1. The Agency guarantees that the persons referred to in the previous sentence have the appropriate knowledge and experience to properly perform the Services.
- 4.3. Unless otherwise provided in the Agreement, the settlement period shall be the full calendar month.
- 4.4. If the Agreement provides for a working hours limit of the AGENCY, the CUSTOMER may use the hours within the limit only during the given settlement period and not in the next settlement period.
- 4.5. The limit of hours shall cover not only works consisting in the performance of Services, e.g. Search Engine Optimisation Services, Google Ads Services or Facebook Ads Services, but also all preparatory work, consultations, talks (including telephone calls, e-mails, chats, etc.) and meetings with the CUSTOMER regarding the provision of our Services.
- 4.6. The working hours limit we have set is usually sufficient for the correct and optimal provision of Services to the CUSTOMER, but in some cases it may be necessary for us to carry out work beyond the accepted limit. In this case, if the CUSTOMER entrusts the AGENCY with additional work or if it is necessary for the proper provision of Services, the AGENCY shall be entitled to an additional remuneration for such additional work, which shall be valued and the price shall be sent by e-mail before commencing the work.
- 4.7. The CUSTOMER is aware that the commencement of Google Ads or Facebook Ads services by the AGENCY is not tantamount to the start of advertising, but the start of preparatory activities to launch the Campaign, for which the AGENCY is entitled to remuneration in accordance with the Agreement.
- 4.8. The AGENCY decides about the adopted methods and ways of performing the Services, however we undertake to use only such methods and ways that are legal and recognised by us – based on our own experience – as safe. At the request of CUSTOMERS, we shall explain all doubts and answer all inquiries about the methods and ways used.

- 4.9. The CUSTOMER is aware that the services provided by the AGENCY are subject to certain top-down rules that must be complied with by the AGENCY. These rules include Google Ads and Facebook Terms of Service, which the CUSTOMER accepts and commits to comply with at the conclusion of the Agreement. The CUSTOMER is also aware that Google and Facebook have access to CUSTOMER's data and the data of its Campaign and gives its consent for data transfer to these entities.
- 4.10. The CUSTOMER is obliged to immediately follow the instructions, recommendations or corrections prepared by the AGENCY and associated with the performance of Services. If it is not possible to comply with them, the CUSTOMER will notify the AGENCY without undue delay. The AGENCY shall not be responsible for the impact of failing to comply with instructions, recommendations or corrections on effects of the Service provided.
- 4.11. The CUSTOMER shall promptly inform the AGENCY of any interruptions in the functioning of the Website as well as planned interruptions in the Campaign.
- 4.12. In the case of the Google Ads and Facebook Ads campaigns, the CUSTOMER undertakes to inform the AGENCY of the planned top-up of the account before the transfer order. We shall not suspend the campaign once the budget has been used up, so if we do not get other guidelines, the ads will start running immediately after re-crediting the account.
- 4.13. We shall draw up monthly reports of the Services provided, which shall be sent to the email address of the CUSTOMER or shall be made available to the CUSTOMER through the websites that we use at the latest by the 10th day of each month following the month covered by the report.

5. TIME LIMITS FOR SERVICES PERFORMANCE:

- 5.1. We strive to provide the Services without any delays, within time limits set out in the Agreement, however, in some situations that are beyond the control of the AGENCY, time limits may be exceeded. In such situation, we shall promptly inform CUSTOMERS thereof, giving the reason and possible date of Services completion.
- 5.2. When providing the Services, we always try to meet the following time limits:
 - a) by the next Day from the day we receive a query, the CUSTOMER shall receive from us an answer to the query related to Keyword Phrases, rates, groups of advertisements within the Campaign we run,
 - b) within 2 Days from the day we receive the query, we shall answer the more demanding queries of the CUSTOMER, e.g. related to the need to carry out the analysis,
 - c) within 3 Days from receiving information from the CUSTOMER about the planned additional Google Ads / Facebook Ads campaign, we shall send an estimate of costs and effects,
 - d) within 3 Days from receiving information about signing the Agreement with the CUSTOMER in accordance with section 3.1. and 3.2. of the Terms of Service, the CUSTOMER shall be contacted by one of our specialists, who will start providing the Services in accordance with the provisions of the Agreement,
 - e) within 5 Days from the approval by the CUSTOMER of the planned costs and after sending graphics (if necessary), we shall prepare and launch an additional Google Ads / Facebook Ads campaign,
 - f) within 7 Days from the approval by the CUSTOMER of the quote, we shall prepare graphics for ads / fanpage creation,
 - g) within 7 Days from the approval by the CUSTOMER of the quote, we shall introduce modifications to the Analytics or GTM code,
 - h) within 7 Days from the commencement of Google Ads or the Facebook Ads Services under the Agreement, we shall launch the Google Ads and/or Facebook Ads campaign,
 - i) by the 10th day of each month, the CUSTOMER will receive from us a report and invoice for the previous month,
 - j) within 30 days from the date of conclusion of the Search Engine Optimisation Services Agreement (depending on the time of providing the necessary access) we shall send the first audit of the Website, including optimisation of landing pages for Keyword Phrases selected for the Search Engine Optimisation Services.
- 5.3. In special situations, an individual schedule may be prepared in consultation with the CUSTOMER, where other time limits than those referred to in section 5.2 will be included.

FAST-TRACK SERVICES

- 5.4. If it is necessary to take immediate action, we can proceed with the Services in time limits shorter than those mentioned in section 5.2, so that the CUSTOMER is given a priority. However, for such a change, apart from the basic remuneration according to the net hourly rate specified in the Agreement or a fixed total rate for the services, we shall be entitled to additional remuneration in

the amount of 50% of the net hourly rate specified in the Agreement for each hour of work, or 50% of the total rate for the services.

- 5.5. The additional remuneration rate referred to in section 5.4 shall be added to the standard amount of remuneration calculated in accordance with the Agreement for this work and shall not be included in the invoice as a separate item.
- 5.6. We will not always be able to provide the Services in the manner described in section 5.4, especially if it is not possible due to earlier agreed deadlines for other orders that we cannot change. For this reason, the possibility of the fast-track Services shall be each time individually agreed with the CUSTOMER, and the final decision on their provision shall belong to the AGENCY.

6. AGENCY'S REMUNERATION AND PAYMENTS

- 6.1. The AGENCY shall be entitled to remuneration for its Services in the amount and on the terms specified in the Agreement and in the Terms of Service. The AGENCY shall add to the amount of remuneration the value added tax at the rate applicable on the day of occurrence of tax obligation.
- 6.2. We can take up additional services, against the separate remuneration, such as advanced implementation of Google Tag Manager, configuration of additional goals in Google Analytics, programming work, tasks exceeding hours limit of positioning packages, development of advertisement graphics for the Campaign, task performance in express mode and other activities. However, these activities do not fall within the original scope of activities covered by the Agreement concluded with the AGENCY. Before we start any work, the CUSTOMER shall receive an individual quote from us, and we will start work only after the CUSTOMER has approved the costs and placed an order for such work to be performed at a predetermined price. Additional remuneration shall be added to the CUSTOMER's invoice for the settlement period during which the additional services were completed.
- 6.3. All payments to the AGENCY shall be made on the basis of proforma invoices and/or invoices issued by the AGENCY and sent to the CUSTOMER in electronic version, to which the CUSTOMER will give its consent in the Agreement.
- 6.4. The day on which the AGENCY's bank account is credited with the transferred amount under the issued invoice shall be deemed the day of payment of all dues to the AGENCY.
- 6.5. In the event of a delay in payment of any dues, the AGENCY shall be entitled to statutory interest in commercial transactions for each day of delay, and shall be also entitled to claim statutory compensation for the late payment.
- 6.6. In the event of delay in payment of any dues to the AGENCY, the AGENCY may suspend the Services to the CUSTOMER until such payments have been made in full; in such case the AGENCY shall not be treated as a party in default or delay. The AGENCY shall be entitled to remuneration for the period of suspension.
- 6.7. If an advertising campaign is carried out by the Google Marketing Platform, the CUSTOMER, irrespective of the AGENCY's remuneration specified in the Agreement, may be charged with an additional fee, resulting from the terms of the campaign run by the Google Marketing Platform, laid down by the owner of the advertising system (Google company), to which the CUSTOMER consents. The fee shall be equal to 5% of the amount of the advertising budget spent in the month, an additional fee shall be added to the CUSTOMER's invoice issued by the AGENCY as its re-invoice.
- 6.8. The AGENCY shall be entitled to full remuneration for a given settlement period even in the event of any delays or interruptions in the provision of services by the AGENCY as a result of circumstances attributable to the CUSTOMER (i.e., for example, failure to provide the AGENCY with access to accounts, no account top-up, etc.).
- 6.9. If the AGENCY suspends its services at the request of the CUSTOMER, the CUSTOMER should inform the AGENCY about services resumption at least 7 days before the planned date of the resumption. Upon resumption of the campaign, the AGENCY shall be entitled to remuneration on the terms specified in the Agreement and in the Terms of Service.

7. CONTACT

- 7.1. To properly provide the Services, the AGENCY may contact the CUSTOMER by phone or email.
- 7.2. For the purpose of ensuring the continuity of works, please provide the following contact details on the conclusion of the Agreement:
 - a) 2 email addresses to 2 different persons authorised to act on behalf of the CUSTOMER
 - b) 2 telephone numbers to 2 different persons authorised to act on behalf of the CUSTOMER.
- 7.3. The CUSTOMER shall ensure the possibility of continuous contact with indicated contact persons and shall bear all liability for the lack of contact and the associated negative effects for Services performance.

- 7.4. The CUSTOMER may change the given contact details at any time, however, being obliged to immediately notify us thereof, in accordance with the provisions of section 9 below. Until we receive notification of the change in the contact details, all correspondence sent to the current addresses and telephone numbers provided by the CUSTOMER shall be deemed effectively delivered.
- 7.5. If the Agreement or the Terms of Service do not specify the form in which the CUSTOMER should provide the AGENCY with any information, it is assumed that it must be at least an e-mail form.

8. AGENCY'S LIABILITY

- 8.1. Each CUSTOMER is aware that the Services must be provided on diligent performance basis and not on an outcome basis and that they do not ensure the achievement of certain financial, business or economic results, as well as the specific sales result, and that the Services may be part of the higher-risk advertising methods and effects of operations cannot be easily predictable even while maintaining all safety rules.
- 8.2. Each CUSTOMER is aware that the Services provided by the AGENCY may contribute to improving or increasing certain parameters affecting, e.g., the number of visits to the webpage or the sales, but their achievement always depends on the prevailing market, economic and other conditions beyond the AGENCY's control.
- 8.3. Each CUSTOMER is also aware that any changes to the Website, Google Ads and Analytics accounts as well as Facebook Ads, and any activities related to the Website or these accounts, as well as changes to the Landing Page (both technical changes, changes related to the content and availability of goods/services or changes in Campaign deadlines) introduced by the CUSTOMER may affect the correctness of the Services provided by the AGENCY, therefore each CUSTOMER is obliged to agree and consult with the AGENCY any such changes before they are made.
- 8.4. Bearing in mind the circumstances described in sections 8.1. – 8.3. above, the AGENCY shall not be liable for:
 - a) failure to achieve the business or economic results assumed by the CUSTOMER, as well as the specific sales result, unless it is exclusively an effect of obvious errors and wilful actions of the AGENCY, undertaken as a result of gross violation of the Terms of Service or the Agreement, however, in this case AGENCY's liability shall be limited to the actual loss of the CUSTOMER,
 - b) any algorithmic changes introduced by Google search engine for reasons beyond the AGENCY's control, which may adversely affect the visibility of the Website in Google search results,
 - c) penalties charged by Google, which do not result directly from ignoring by the AGENCY of CUSTOMER's requests to cease using the specific methods of getting links, and from unauthorised activities undertaken by the AGENCY. The AGENCY shall not be liable, in particular, for penalties arising from: third party actions or CUSTOMER's actions not authorised by the AGENCY and changes to the algorithm that recognise safe methods as punishable. The penalties are understood as artificial understatement of the position of the Website or a specific subpage by the search engine or removal of all or part of the Website from the search results,
 - d) damages resulting from advertising the obsolete promotions, prices, content or inactive or damaged webpages, if the CUSTOMER has not informed the AGENCY that they are obsolete or inactive.
 - e) CUSTOMER's settlements with Google under the Google Ads account and with Facebook under the Facebook Ads account, in particular for withdrawing by Google or Facebook of any CUSTOMER's funds under this account,
 - f) any delays in the Services provision, which are the result of actions not attributable to the AGENCY, in particular being the result of delays on the part of the CUSTOMER in providing access or any information or materials which the CUSTOMER is obliged to provide under the Terms of Service or the Agreement, or delays resulting from the time limits for any payments – both to the AGENCY and to external entities,
 - g) actions and omissions of any third parties who are not employed by or do not act on behalf of the AGENCY, including actions and omissions of the CUSTOMER, their employees and persons acting on their behalf. If the actions or omissions of the CUSTOMER or of third parties in any way affect the provision of services by the AGENCY, the CUSTOMER shall not be entitled to any claims or complaints in this respect against the AGENCY. Should the removal of the effects of these actions or omissions require AGENCY's operations that exceed the limit of hours specified in the Agreement, the CUSTOMER shall pay the AGENCY additional remuneration for these actions (we shall send to the CUSTOMER a quote for approval prior to their starting)
- 8.5. In any event, the AGENCY's liability shall be limited to a value of three times the AGENCY's average remuneration set out in the Agreement and shall only cover damage in the form of actual loss. The average AGENCY remuneration referred to in this section shall be the average remuneration calculated on the basis of invoices paid by the CUSTOMER from the last three settlement periods – and if invoices have been paid for less than three settlement periods – from all settlement periods for which invoices have been paid.

9. AMENDMENTS TO THE AGREEMENT

- 9.1. To avoid any doubts as to the scope of Parties' obligations under the Agreement, any amendments to the Agreement shall require, in principle, a written form under pain of nullity.
- 9.2. The following changes may be made by e-mail:
 - a) Keyword Phrases in the Search Engine Optimisation Services and Google Ads Services
 - b) The Target Group of Users in the Google Ads Services and the Facebook Ads Services,
 - c) The Landing Page Address for Google Ads Services and Search Engine Optimisation Services,
 - d) e-mail address and contact telephone number of persons acting on behalf of the CUSTOMER,
 - e) e-mail address and contact telephone number of persons acting on behalf of the AGENCY
- 9.3. The following changes may be made in writing or by e-mail by sending a scanned copy of the signed statement:
 - a) change in the CUSTOMER's and AGENCY's address data,
 - b) change in the company name or name and surname of the CUSTOMER and the AGENCY.
- 9.4. Other changes in the terms of the Agreements, such as: termination of the Agreement, change of the CUSTOMER's entity, change in other rules for Services provision, change in AGENCY's remuneration – must be in writing under pain of nullity.

10. COMPLAINTS

- 10.1. Upon finding any error or omission in the performance by the AGENCY of its SERVICES, the CUSTOMER may file a complaint.
- 10.2. The complaint must be filed by e-mail. In the complaint, the CUSTOMER must accurately describe the problem. In urgent cases, regardless of sending a complaint by e-mail, the CUSTOMER may also report a problem by phone – we try to be available on the phone during working hours.
- 10.3. We shall only recognise the complaints related to errors or deficiencies for which we are liable under the Agreement or the Terms of Service. The CUSTOMER may notify the AGENCY of any errors and deficiencies within 30 days from the end of the settlement period in which the errors or deficiencies occurred. Complaints lodged with the AGENCY after this date shall not be recognised, and the CUSTOMER shall not be entitled to any claims in respect of such errors or deficiencies.
- 10.4. If we recognise the complaint, we shall repair any errors and deficiencies as soon as possible and in the best possible manner chosen by the AGENCY, and the time for solving the reported problem shall not be longer than 30 days from the date of receiving the complaint by the AGENCY.

11. CONFIDENTIALITY

- 11.1. All technical, technological, organisational, economic information and know-how that we will deliver to the CUSTOMER in connection with the Services constitutes our company secret.
- 11.2. The CUSTOMER is required to maintain the confidentiality of all the above-mentioned information, learned even by accident, expressed in any form, irrespective of whether the disclosure of this information – in the CUSTOMER's opinion – could constitute a threat or a violation of the AGENCY's interests.
- 11.3. The CUSTOMER may not, in any form and in any way, use any information, data, implementations, projects, works to which no copyright has been transferred thereto, as well as ideas and know-how of the AGENCY, in any activities carried out by the CUSTOMER or entities related by capital or personally to the CUSTOMER, as well as by CUSTOMER's business partners, employees and any other entities cooperating therewith.
- 11.4. Notwithstanding the above CUSTOMER's obligations, both the CUSTOMER and the AGENCY shall not disclose to third parties or otherwise use the confidential information regarding or provided by the other party, without the written consent of this party. The exception here is disclosing information to members of the supervisory bodies of a party in question, its partners and legal and financial advisors and third parties collaborating in the provision of Services under the Agreement (the subcontractor) as well as third parties collaborating with the AGENCY under Partnership Agreements, to the minimum extent in which their knowledge of this information is required. If the confidential information is disclosed to such persons, the disclosing party is obliged to inform such person of the confidential nature of the information provided and to effectively obligate such person to treat such information as confidential.
- 11.5. Information which has been in the possession of the party prior to the conclusion of the Agreement without the confidentiality obligation and which is or becomes publicly available through no fault of the party or is not obtained by the party from sources known to the party as violating the confidentiality obligation, shall not be deemed the confidential information.
- 11.6. A party, which is required to disclose any confidential information in accordance with the mandatory provisions of law, court decisions and decisions of public administration bodies, must immediately notify the other party of the existence, conditions and circumstances of such requirement and must disclose only such information which is required to be disclosed in accordance with the legal obligation.
- 11.7. Confidentiality obligations of the parties shall be valid during the term of the Agreement and 2 years from the date of its termination or expiry, unless the parties agree otherwise in the Agreement. The confidentiality obligation shall not apply to the AGENCY's right to inform about the commencement of cooperation with the CUSTOMER and to use the company's name and logo of the

CUSTOMER in the presented portfolio. In this regard, the CUSTOMER authorises the AGENCY to use their logo under the non-exclusive licence.

- 11.8. During the term of any agreement entered into by the AGENCY and the CUSTOMER, and for one year after its expiry or termination, the CUSTOMER undertakes to refrain from soliciting the AGENCY'S Employees and Co-workers to enter into any agreements with each other otherwise than through the AGENCY, unless the AGENCY agrees to such action in writing. In the case of entering into any agreement falling within the scope of AGENCY services, binding the CUSTOMER and any Employee or Co-worker of the AGENCY, otherwise than through the AGENCY, the CUSTOMER undertakes to pay the AGENCY a contractual penalty amounting to PLN 50000 for each violation. If the damage suffered by the AGENCY exceeds the contractual penalty stipulated in this case, the AGENCY may claim damages in excess of the contractual penalty also on general terms..

12. DURATION AND TERMINATION OF THE AGREEMENT

- 12.1. The duration of the Agreement and the period of notice are included in each Agreement.
- 12.2. To terminate the Agreement, the CUSTOMER must send a relevant written notice to the AGENCY's address. The notice shall be effective as soon as it reaches us and the period of notice shall start on the first day of the month following the month in which the Agreement was terminated.
- 12.3. If after sending the notice of termination of the Agreement the CUSTOMER decides to continue cooperation with the AGENCY, it will be necessary to notify the AGENCY of this decision by email, and then confirm this fact also in writing, and the AGENCY'S consent shall be necessary to cancel the termination.
- 12.4. The AGENCY is also entitled to terminate the Agreement by sending an appropriate written notice to the CUSTOMER's address. The AGENCY must comply with the period of notice specified in the Agreement. Additionally, the AGENCY is entitled to terminate the Agreement immediately (without notice) in case of:
 - a) breach of contractual obligations by the CUSTOMER, in particular in the event of delay in payment of the AGENCY's remuneration in excess of 14 days, regardless of the right to suspend the provision of Services described in section 6.6 of the Terms of Service;
 - b) lack of cooperation on the part of the CUSTOMER that prevents or hinders the proper performance of the Services. The lack of cooperation should be understood, in particular, as ignoring the recommendations and instructions of the AGENCY, not topping up the Google Ads account, not providing the AGENCY with access, information or any materials needed to perform the Services, and non-adjustment or non-activation of the Website,
- 12.5. If there are reasons to terminate the Agreement immediately, the AGENCY shall be entitled to terminate it without notice, even if either party has earlier terminated the Agreement with notice.
- 12.6. In the event of termination of the Agreement, the AGENCY shall provide the Services until the end of its validity, as throughout the entire period of the Agreement, and shall be entitled to full remuneration also for that period.

13. FINAL PROVISIONS

- 13.1. Upon conclusion of the Agreement, each CUSTOMER shall receive a copy of the current version of the Terms of Service.
- 13.2. The AGENCY may change the Terms of Service at any time. In this case, it shall inform all CUSTOMERS about the change by sending a message to email addresses to which invoices are sent to CUSTOMERS. In addition, the AGENCY shall place the current, consolidated version of the Terms of Service on the webpage: <http://www.devagroup.pl> and the Terms of Service shall become effective upon their publication.
- 13.3. The current version of the Terms of Service is available on our webpage: <http://www.devagroup.pl> in the "Terms of Service" tab
- 13.4. The AGENCY may transfer the rights and obligations under the Agreement and the Terms of Service to a third party without the additional consent of the CUSTOMER, but shall notify the CUSTOMER each time of such a transfer.
- 13.5. If any provisions of the Terms of Service or of the Agreement prove invalid, the remaining provisions thereof shall remain in force.
- 13.6. In the event of discrepancies between the provisions of these Terms of Service and the provisions of the Services Agreement, the provisions of the Agreement shall apply.
- 13.7. The Civil Code provisions shall be applicable to matters not covered by the Terms of Service and by the Agreement.
- 13.8. Any disputes arising from the implementation of the Agreement or the Terms of Service shall be settled by the court of competent jurisdiction for the registered office of the AGENCY, unless the Agreement provides otherwise.