

TERMS AND CONDITIONS OF ELECTRONIC SERVICES AND WEBSITE

[HTTPS://WWW.STAT.HAUS](https://www.stat.haus)

PREAMBLE

This Terms of Service (hereinafter referred to as "the Terms") sets out the general rules and conditions for the use of the Website and the agreements made through the Website. If the User/Client decides to use the Services/Products, these terms specifically regulate the use of the Website, including the responsibilities of the Website Owner.

§1. GENERAL PROVISIONS

1. The owner of the STAT.HAUS website is Karolina Dyrła-Mularczyk, operating under the business name Stat.Haus Dyrła&Dyrła Karolina Dyrła-Mularczyk, registered in the Central Registration and Information on Business of the Republic of Poland, with the following details:

- Address: Polna Street 28/27, 60-533 Poznań
- NIP: 9591747579
- REGON: 366476756
- Email: office@stat.haus
- Phone: +48 667 506 922

(hereinafter referred to as "the Service Provider", "the Website Owner").

2. These Terms apply to all individuals using the Website, unless a specific provision states otherwise. These Terms do not aim to exclude or limit any rights of consumers or individuals as defined in Article 385⁵ of the Civil Code, granted to them by mandatory legal regulations. In the event of any inconsistency between the provisions of these Terms and the aforementioned regulations, the relevant provisions of the law shall apply directly.

3. The Service Provider is the data controller of the personal data processed on the Website in connection with the implementation of the provisions of these Terms. Personal data is processed for purposes, for periods, and on bases and principles indicated in the privacy policy available at <https://www.stat.haus/regulaminy.html#polityka-prywatnosci>. The privacy policy

outlines the rules for the processing of personal data by the Administrator on the Website, including the bases, purposes, and period of data processing, the rights of the individuals whose data is being processed, and information on the use of cookies and analytical tools on the Website. The use of the Website is voluntary. Similarly, providing personal data by users of the Website is voluntary, subject to the exceptions specified in the privacy policy (e.g., the conclusion of an Agreement and the Service Provider's statutory obligations).

4. The terms used in these Terms and capitalized are defined as follows:

- a. **ACT ON DIGITAL SERVICES, ACT** – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a single market for digital services and amending Directive 2000/31/EC (Digital Services Act).
- b. **BLOG** – an Electronic Service, an online blog available on the Website for its Users, allowing them to view the posts of the Service Provider, particularly regarding its activities and the offered Products/Services.
- c. **CONTACT FORM** – an Electronic Service, an interactive form available on the Website, enabling the User to contact the Service Provider and attach files to receive an offer from the Service Provider regarding the Order and to conclude an Agreement.
- d. **CIVIL CODE** – the Civil Code Act of 23 April 1964 (Journal of Laws of 2023, item 1610 as amended).
- e. **ILLEGAL CONTENT** – information that, in itself or by reference to action, including the sale of Products/Services or the provision of Electronic Services, is not compliant with the law of the European Union or with the law of any Member State that is in accordance with the law of the European Union, regardless of the specific subject matter or nature of that law.
- f. **COPYRIGHT LAW** – the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws of 2022, item 2509 as amended).
- g. **PRODUCT/SERVICE** – available on the Website: (i) digital content or (ii) service (including both digital and non-digital services) that is the subject of the Agreement between the Client and the Service Provider.
- h. **TERMS** – these terms of service of the Website.
- i. **WEBSITE, STAT.HAUS** – the Service Provider's website available at <https://www.stat.haus/>.

j. **AGREEMENT** – an agreement for the performance of the Order by the Service Provider for the User/Client, made via the Website/electronic correspondence and as a result of the arrangements between the Service Provider and the User/Client.

k. **ELECTRONIC SERVICE** – a service provided electronically by the Service Provider to the User/Client via the Website in accordance with the Terms, including e.g., the Quote Form, Contact Form.

l. **USER, CLIENT** – (i) an individual with full legal capacity, and in cases provided by generally applicable laws, also an individual with limited legal capacity (including an individual conducting business activity registered in the Central Registration and Information on Business of the Republic of Poland); (ii) a legal entity; or (iii) an organizational unit without legal personality, to whom the law grants legal capacity – who has concluded or intends to conclude an Agreement with the Service Provider or who is using or intends to use an Electronic Service.

m. **SERVICE PROVIDER** – Karolina Dyrła-Mularczyk conducting business activity under the name Stat.Haus Dyrła&Dyrła Karolina Dyrła-Mularczyk, registered in the Central Registration and Information on Business of the Republic of Poland, with the following details:

- Address: Polna Street 28/27, 60-535 Poznań
- NIP: 9591747579
- REGON: 366476756
- Email: office@stat.haus
- Phone: +48 667 506 922.

n. **CONSUMER RIGHTS ACT, ACT** – the Act of 30 May 2014 on consumer rights (Journal of Laws of 2023, item 2759 as amended).

o. **ACT ON PROVIDING SERVICES BY ELECTRONIC MEANS** – the Act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2020, item 344 as amended).

p. **ORDER** – a paid task in the scope of statistical data analysis, including in particular:

- statistical analyses for scientific articles;
- statistical analyses for research projects;
- statistical analyses for doctoral dissertations;
- statistical analyses for master's, engineering, and bachelor's theses;

- consultations on research planning;
- consultations on database preparation;
- psychometric analysis of questionnaires;
- data visualization.

§2. GENERAL CONDITIONS FOR USING THE WEBSITE

1. The User is obliged to use the Website in a manner consistent with the law and good manners, respecting the personal rights and intellectual property of the Service Provider and third parties. The User is obliged to provide data that reflects the actual state of affairs.
2. Technical requirements necessary for cooperation with the ICT system used by the Service Provider: (i) a computer, laptop, or other multimedia device with internet access; (ii) an up-to-date web browser, e.g., Mozilla Firefox, Opera, Google Chrome, Safari, or Microsoft Edge.
3. The Service Provider informs that the use of the Website via the Internet involves risks. The primary threat to every internet user, including those using the Website and Electronic Services, is the possibility of infecting their ICT system or device with various types of software created mainly to cause harm, such as viruses, "worms," or "Trojan horses." To avoid the associated risks, it is important that the User equips their device, which is used to access the Website, with antivirus software and regularly updates it by installing its latest versions.

§3. CONDITIONS FOR USING THE BLOG ELECTRONIC SERVICE

1. Viewing the Blog is possible by navigating to the "Blog" tab visible on the Website. The Blog is available for free to all visitors of the Website without the need to provide any data or perform other actions. On the Blog, the Service Provider publishes articles related to the Website's topics.
2. The User can stop using the Blog at any time and without giving a reason by closing the web browser.

§4. CONDITIONS FOR USING THE CONTACT FORM ELECTRONIC SERVICE

1. The use of the Contact Form is possible after: (i) navigating to the "Contact" tab on the Website, (ii) filling out the Contact Form, and (iii) clicking the "Send" button – until

this point, it is possible to independently modify the entered data (applies to individuals, "SCIENCE" tab).

2. In the Contact Form, the User is required to provide the following data:

- a. first name;
- b. last name;
- c. email address;
- d. contact number;
- e. purpose of the analysis:
 - i. master's thesis;
 - ii. bachelor's thesis;
 - iii. doctoral dissertation;
 - iv. data analysis for article;
 - v. data analysis for conference;
 - vi. other research project;
- f. research problem and/or research objectives;
- g. research questions and hypotheses;
- h. the research tools used in the study;
- i. description of the research process;
- j. attachments (It is also possible to attach a file to the Contact Form by clicking the "Add files" button);
- k. preferred deadline for completion;
- l. additional information considered important from the perspective of project implementation.

3. The Contact Form Electronic Service is provided free of charge and is a one-time service that ends when a message is sent through it or when the User ceases to use it earlier.

§5. CONCLUSION AND EXECUTION OF THE AGREEMENT

1. The Website allows for a free quotation of the Order before concluding the Agreement (applicable to individuals). The free quotation is provided via the Contact Form as described in § 4 of the Terms, or by sending an inquiry to the following email address: office@stat.haus.

2. The Website enables the conclusion of an Agreement for the execution of an Order by the Service Provider on behalf of the Client. The types, descriptions, and scope of services are provided on the pages of the Website, primarily in the "For Science" and "For Business" sections. The price of the Order/Assignment is determined individually by the Service Provider and the Client.

3. The Agreement can be concluded by the Client accepting the final offer presented by the Service Provider and returning a signed copy of the agreement either in paper form to the correspondence address provided at the beginning of the Terms or in written form with an electronic signature, understood as a trusted profile signature or a qualified signature. The offer and the completed agreement form are sent electronically via email to the email address indicated by the Client in the Contact Form.

4. After the Agreement is concluded, the Service Provider promptly confirms its conclusion and simultaneously accepts the Order for execution. The confirmation of the Agreement and acceptance of the Order for execution is done by sending the Client a signed copy of the Agreement in electronic or paper form.

5. The recording, securing, and making available to the Client the content of the concluded Agreement is done by: (i) making these Terms available on the Website; (ii) sending the Client an email after the Agreement is concluded. The content of the Agreement is additionally recorded and secured in the Service Provider's IT system.

6. The deadline and method of execution and delivery of the Order are determined by the Service Provider and the Client at the stage of presenting the offer to the Client and before the Client's acceptance of the offer.

7. The method and deadline for payment under the Agreement shall be based on the VAT invoice/bill issued based on the Offer and in accordance with the payment terms specified in the Agreement.

8. Method and deadline for delivery:

- a. The delivery of the subject of the Agreement takes place within the time specified in the Agreement.
- b. The delivery of the subject of the Agreement takes place to the email address specified by the Client.
- c. The delivery of the subject of the Agreement is made at the place and in the form individually agreed upon in the Agreement with the Client.

§6. REVIEWS

The Service Provider does not allow its Service Recipients to submit or access reviews regarding the Products or the Website.

§7. COMPLAINTS REGARDING STAT.HAUS

1. This section 7 of the Terms and Conditions outlines the procedure for handling complaints common to all complaints related to the Website, particularly complaints regarding Electronic Services, Agreements, and other issues related to the activities of the Service Provider or the Website.

2. A complaint can be submitted:

a. In writing to the following address: Polna 28/27, Poznań 60-533.

b. Electronically via email to: office@stat.haus. It is recommended to include in the complaint description: (1) information and circumstances regarding the subject of the complaint, particularly the type and date of the irregularity or non-compliance with the agreement; (2) the desired method to bring the service into compliance with the agreement or a statement regarding a price reduction or withdrawal from the agreement, or another claim; and (3) contact details of the complainant – this will facilitate and expedite the complaint handling process. The requirements mentioned in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description.

3. If the complainant's contact details change during the complaint handling process, the complainant is required to inform the Service Provider.

4. The complainant may attach evidence (e.g., photos, documents, or the Product) related to the subject of the complaint. The Service Provider may also request additional information or evidence (e.g., photos) from the complainant if it will facilitate and expedite the complaint handling process.

5. The Service Provider will respond to the complaint promptly, no later than 14 calendar days from the date of receipt.

6. The legal basis and scope of the Service Provider's liability are determined by the applicable laws, particularly the Civil Code, the Consumer Rights Act, and the Act on Electronic Service Provision of July 18, 2002 (Journal of Laws of 2020, item 344 as amended). The following are additional details regarding the legal liability of the Service Provider for the conformity of the Product with the Sales Agreement:

a. In the case of a complaint regarding a Product – digital content, a digital service, or a movable item that solely serves as a carrier of digital content – purchased by the Client under a Sales Agreement concluded with the Seller on or after January 1, 2023, or before this date if the delivery of such a Product was to take place or did take place after this date, the provisions of the Consumer Rights Act, as amended from January 1, 2023, particularly Articles 43h – 43q of the Consumer Rights Act, apply. These provisions, among other things, define the basis and scope of the Seller's liability towards the consumer in the event of the Product's non-compliance with the Sales Agreement.

7. The provisions contained in point 7) paragraph 7. letter a of the Terms and Conditions regarding the consumer also apply to a Client who is a natural person concluding an agreement directly related to their business activity when the content of this agreement indicates that it does not have a professional character for this person, particularly resulting from the subject of their business activity made available based on the Central Registration and Information on Business Act.

§8. OUT-OF-COURT METHODS OF HANDLING COMPLAINTS AND CLAIMS AND ACCESS TO THESE PROCEDURES

1. Out-of-court methods of dispute resolution include, among others: (1) enabling the parties to narrow their differences, e.g., through mediation; (2) proposing a dispute resolution, e.g., through conciliation; and (3) resolving the dispute and imposing a solution on the parties, e.g., through arbitration (arbitration court). Detailed information on the possibilities available to consumers to use out-of-court methods for handling complaints and pursuing claims, the principles of access to these procedures, and a user-friendly search engine for entities involved in amicable dispute resolution are available on the website of the Office of Competition and Consumer Protection at <https://polubowne.uokik.gov.pl/>.

2. The President of the Office of Competition and Consumer Protection operates a contact point, which is responsible for, among other things, providing consumers with information on out-of-court consumer dispute resolution. Consumers can contact the point: (1) by phone – by calling 22 55 60 332 or 22 55 60 333; (2) by email – by sending

a message to kontakt.adr@uokik.gov.pl; or (3) in writing or in person – at the Office's headquarters at Plac Powstańców Warszawy 1 in Warsaw (00-030).

3. Consumers have the following exemplary options for using out-of-court methods of handling complaints and pursuing claims: (1) submitting a request for dispute resolution to a permanent consumer arbitration court; (2) submitting a request for out-of-court dispute resolution to the regional inspector of the Trade Inspection; or (3) seeking assistance from a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g., the Consumer Federation, the Polish Consumers' Association). Advice is provided, among other things, via email at porady@dlakonsumentow.pl and by calling the consumer hotline at 801 440 220 (hotline available on Business Days, from 8:00 AM to 6:00 PM, call charge according to the operator's tariff).

4. The online dispute resolution platform between consumers and businesses at the EU level (ODR platform) is available at <http://ec.europa.eu/odr>. The ODR platform is an interactive and multilingual website that serves as a one-stop-shop for consumers and businesses seeking out-of-court dispute resolution regarding contractual obligations arising from online sales or service agreements (more information is available on the platform or the website of the Office of Competition and Consumer Protection: <https://polubowne.uokik.gov.pl/platforma-odr,161,pl.html>).

§9. CONSUMER'S RIGHT OF WITHDRAWAL

1. This section of the Terms and Conditions applies solely to Service Recipients who are consumers.

2. The right to withdraw from a contract concluded remotely does not apply to consumers in the following cases: (1) for contracts concerning the provision of services, if the Service Provider has fully performed the service with the consumer's express consent, and the consumer was informed prior to the commencement of the service that, once the service was fully performed, they would lose the right to withdraw from the contract; (2) for contracts concerning the supply of digital content that is not stored on a tangible medium, if the performance began with the consumer's express consent before the withdrawal period expired and after they had been informed by the Service Provider about the loss of the right to withdraw from the contract.

3. Subject to §9.2 of the Terms and Conditions, a consumer who has concluded a remote contract may withdraw from it within 14 calendar days without giving any

reason and without incurring any costs, subject to the costs mentioned in §9.4 of the Terms and Conditions. To meet the withdrawal deadline, it is sufficient to send the statement before the expiry of the withdrawal period.

4. Possible costs associated with the consumer's withdrawal from the contract that the consumer is obligated to bear: In the case of a service, the performance of which — at the consumer's express request — began before the withdrawal period expired, the consumer who exercises the right to withdraw after making such a request is obligated to pay for the services rendered up to the point of withdrawal. The amount payable is calculated proportionally to the extent of the service provided, considering the total agreed price or remuneration. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.

5. The statement of withdrawal may be submitted, for example, in electronic form via email to: office@stat.haus. A sample withdrawal form is included in Appendix No. 2 to the Consumer Rights Act. The consumer may use the sample form, but it is not obligatory. Additionally, the form is available in §15 of the Terms and Conditions.

6. The withdrawal period begins on the day the contract is concluded.

§10. PROVISIONS REGARDING CLIENTS WHO ARE NOT CONSUMERS

1. This section of the Terms and Conditions applies solely to Service Recipients who are not consumers.

2. The Service Provider has the right to withdraw from the contract concluded with a Client who is not a consumer within 14 calendar days from the date of its conclusion. Withdrawal from the contract in this case may occur without giving any reason and does not give rise to any claims on the part of the non-consumer Client against the Service Provider.

3. The Service Provider is entitled at any time to take actions aimed at verifying the authenticity, reliability, and accuracy of the information provided by the non-consumer Service Recipient. As part of the verification process, the Service Provider is entitled to request that the non-consumer Service Recipient send scans of certificates, attestations, or other documents necessary for the verification process.

4. The Service Provider's liability towards non-consumer Service Recipients, regardless of the legal basis, is limited to the amount of the last fee paid for using the Internet Service. The Service Provider is liable to non-consumer Service Recipients

only for typical and foreseeable damages incurred at the time of concluding the contract, excluding lost profits.

5. The Service Provider excludes its liability towards non-consumer Service Recipients for warranty claims as mentioned in Articles 556 and subsequent articles of the Civil Code of April 23, 1964, if and to the extent that the warranty provisions could apply.

6. Any disputes arising between the Service Provider and a Client/Service Recipient who is not a consumer shall be submitted to the court competent for the seat of the Service Provider.

7. The Service Provider shall not be liable to non-consumer Service Recipients for damages and non-performance of obligations resulting from force majeure or any other causes beyond the Service Provider's control.

8. The detailed terms of contract performance may be agreed upon through individual negotiations based on a contract concluded in written form.

§11. COPYRIGHT

1. The copyrights and intellectual property rights to the Internet Service as a whole and its individual components, including content, graphics, works, designs, and trademarks available within its framework, belong to the Service Provider or other authorized third parties and are protected by Copyright Law and other applicable laws. The protection granted to the Internet Service extends to all forms of its expression.

2. The Internet Service should be treated similarly to any other work protected by copyright. The Service Recipient is not entitled to copy the Internet Service except in cases permitted by the mandatory provisions of law. The Service Recipient also agrees not to modify, adapt, translate, decode, decompile, disassemble, or otherwise attempt to determine the source code of the Internet Service, except in cases permitted by mandatory provisions of law.

3. The Service Provider's trademarks and those of third parties should be used in accordance with applicable laws.

§12. CONTACT WITH STAT.HAUS

The primary form of ongoing remote communication with the Service Provider is via email (office@stat.haus) and the Contact Form, through which information regarding

the use of STAT.HAUS can be exchanged with the Service. Service Recipients can also contact the Service by other legally permissible means.

§13. ILLEGAL CONTENT AND OTHER NON-COMPLIANT CONTENT

1. This section of the Terms of Service includes provisions arising from the Digital Services Act concerning the Website and the Service Provider. In every instance of providing content by the Service Recipient, including, but not limited to, the posting of an Advertisement, the Service Recipient is obligated to comply with the rules contained in the Terms of Service.

2. The Service Provider designates the email address office@stat.haus as the single point of contact. This point of contact facilitates direct communication between the Service Provider and the authorities of member states, the European Commission, and the Digital Services Board, while also enabling service recipients (including Service Recipients) to engage in direct, swift, and user-friendly communication with the Service Provider via electronic means for the purposes of applying the Digital Services Act. The Service Provider designates Polish and English as the languages for communication with its point of contact.

3. The procedure for reporting Illegal Content and actions in accordance with Article 16 of the Digital Services Act:

a. Any person or entity may report to the Service Provider the presence of specific information that they consider to be Illegal Content by sending an email to office@stat.haus.

b. The report should be sufficiently precise and appropriately justified. To facilitate this, the Service Provider enables and simplifies the submission of reports to the aforementioned email address, including all of the following elements: (i) a sufficiently justified explanation of the reasons why the person or entity believes the reported information constitutes Illegal Content; (ii) clear identification of the exact electronic location of the information, such as the exact URL or URLs, and, where applicable, additional information enabling the identification of Illegal Content, depending on the type of content and the specific type of service; (iii) the name and email address of the person or entity submitting the report, except in cases where

the report concerns information considered to be related to one of the offenses mentioned in Articles 3–7 of Directive 2011/93/EU; and (iv) a statement confirming the good faith belief of the person or entity submitting the report that the information and allegations contained therein are accurate and complete.

c. The report described above shall be deemed to provide actual knowledge or awareness for the purposes of Article 6 of the Digital Services Act concerning the information in question if it enables the Service Provider, acting with due diligence, to ascertain – without detailed legal analysis – the illegal nature of the relevant activity or information.

d. If the report contains the electronic contact details of the person or entity that submitted it, the Service Provider shall, without undue delay, send an acknowledgment of receipt of the report to such person or entity. The Service Provider shall also, without undue delay, inform such person or entity of its decision concerning the information covered by the report, providing information on the possibility of appealing the decision.

e. The Service Provider reviews all reports received through the mechanism described above and makes decisions regarding the information covered by the reports in a timely, non-arbitrary, and objective manner, with due diligence. If the Service Provider uses automated means for such review or decision-making, it shall include information about this in the notification mentioned in the previous point.

4. Information on Restrictions Imposed by the Service Provider Regarding the Use of the Website Concerning Information Provided by Service Recipients:

a. The Service Recipient is subject to the following rules when providing any content within the Website: (i) the obligation to use the Website, including posting content (e.g., within Advertisements), in accordance with its intended purpose, these Terms of Service, and in a manner that is lawful and consistent with good practices, taking into account respect for personal rights as well as the copyrights and intellectual property rights of the Service Provider and third parties; (ii) the obligation to provide content that is consistent with the facts and in a manner that does not mislead; (iii) a prohibition on providing content of an unlawful nature, including a prohibition on providing Illegal Content; (iv) a prohibition on sending unsolicited commercial information (spam) through the Website; (v) a prohibition on providing content that violates commonly accepted netiquette principles,

including content that is vulgar or offensive; (vi) the obligation to possess – where necessary – all required rights and permissions to provide such content on the Website, particularly copyrights or required licenses, permissions, and consents for its use, distribution, sharing, or publication, especially the right to publish and distribute it in the Online Store and the right to use and distribute the image or personal data in the case of content that includes the image or personal data of third parties; (vii) the obligation to use the Website in a manner that does not pose a threat to the security of the Service Provider's ICT system, the Website, or third parties.

b. The Service Provider reserves the right to moderate the content provided by Service Recipients on the Website. Moderation is carried out in good faith and with due diligence, either on the Service Provider's initiative or in response to a received report, for the purpose of detecting, identifying, and removing Illegal Content or other content that is not compliant with the Terms of Service, or to prevent access to such content or to take necessary measures to meet the requirements of European Union law and national law consistent with European Union law, including the requirements set forth in the Digital Services Act, or to meet the requirements outlined in the Terms of Service.

c. The moderation process may be carried out manually by a human or based on automated or semi-automated tools that assist the Service Provider in identifying Illegal Content or other content that is not compliant with the Terms of Service. Upon identifying such content, the Service Provider will decide whether to remove or block access to the content, limit its visibility, or take other actions deemed necessary (e.g., contacting the Service Recipient to clarify the issues and amend the content). The Service Provider will clearly and understandably inform the Service Recipient who provided the content (if their contact details are available) of its decision, the reasons for it, and the available options for appealing the decision.

d. In exercising its rights and obligations under the Digital Services Act, the Service Provider is required to act with due diligence, in an objective and proportionate manner, and with proper consideration of the rights and legitimate interests of all parties involved, including service recipients, particularly with regard to the rights enshrined in the Charter of Fundamental Rights of the European Union, such as freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms.

5. Any comments, complaints, appeals, or objections regarding the decisions or other actions or inactions taken by the Service Provider based on a received report or a decision made by the Service Provider in accordance with the provisions of these Terms of Service may be submitted in the manner analogous to the complaint procedure indicated in §7) of the Terms of Service. This procedure is free of charge and allows for the submission of complaints electronically to the provided email address. Utilizing the complaint procedure does not affect the right of the individual or entity to initiate legal proceedings or infringe on their other rights.

6. The Service Provider shall review all comments, complaints, appeals, or objections regarding the decisions or other actions or inactions taken by the Service Provider based on a received report or a decision made in a timely, non-discriminatory, objective, and non-arbitrary manner. If a complaint or other submission provides sufficient grounds for the Service Provider to consider that its decision not to take action in response to a report was unjustified, or that the information to which the complaint pertains is not illegal or non-compliant with the Terms of Service, or if it contains information indicating that the complainant's actions do not justify the measure taken, the Service Provider shall, without undue delay, revoke or amend its decision regarding the removal or blocking of access to the content or otherwise limiting its visibility or take other actions deemed necessary.

7. Service Recipients, individuals, or entities who have reported Illegal Content and who are subject to the Service Provider's decisions regarding Illegal Content or content non-compliant with the Terms of Service have the right to choose any out-of-court dispute resolution body certified by the Digital Services Coordinator of a Member State to resolve disputes concerning these decisions, including complaints that have not been resolved through the Service Provider's internal complaint handling system.

§14. FINAL PROVISIONS

1. Agreements concluded with STAT.HAUS are governed by Polish law and are executed in the Polish language.

2. Amendments to the Terms of Service – The Service Provider reserves the right to amend the Terms of Service for important reasons, such as changes in the law or the

addition of new Electronic Services, to the extent that these changes affect the implementation of the provisions of these Terms of Service. The amended Terms of Service are binding on the Service Recipient if the requirements set forth in Articles 384 and 384[1] of the Civil Code are met, i.e., if the Service Recipient has been duly notified of the changes and has not terminated the agreement within 14 calendar days from the date of notification. If the amendment to the Terms of Service results in the introduction of any new fees or an increase in existing ones, the Service Recipient, who is a consumer, has the right to withdraw from the agreement.

3. In matters not regulated by these Terms of Service, the generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the Provision of Electronic Services of July 18, 2002 (Journal of Laws 2020, item 344, as amended); the Consumer Rights Act; and other relevant provisions of generally applicable law.

4. These Terms of Service do not exclude the provisions in force in the country of habitual residence of the consumer concluding an agreement with the Service Provider, which cannot be excluded by agreement. In such a case, the Service Provider guarantees the consumer protection granted to them on the basis of provisions that cannot be excluded by agreement.

5. The Service Provider makes every effort to ensure the proper and uninterrupted operation of the Website. However, due to the complexity and technical nature of the Website, as well as external factors beyond the Service Provider's control (e.g., DDoS attacks – distributed denial of service), errors and technical failures may occur that prevent or limit the functionality of the Website. In such cases, the Service Provider will take all possible and reasonable actions to mitigate the negative effects of such events to the greatest extent possible.

6. The Service Provider is obligated to promptly inform Service Recipients of any errors and technical failures mentioned above, as well as the expected time for their resolution.

7. In addition to interruptions caused by errors and technical failures, there may also be other technical breaks during which the Service Provider undertakes actions aimed at the development of the Website and its protection against errors and technical failures.

8. The Service Provider plans technical breaks in a manner that minimizes inconvenience to Service Recipients, particularly by scheduling them during nighttime hours and only for the duration necessary for the Service Provider to perform the required actions. The Service Provider informs Service Recipients of planned technical breaks in advance, specifying the expected duration of the planned break.

9. The Service Provider shall not be liable to the Service Recipient for damages and non-fulfillment of obligations resulting from any errors, technical failures, or technical breaks referred to in this paragraph of the Terms of Service.

10. This provision of the Terms of Service does not exclude or limit the rights of the Service Recipient who is a consumer, as provided by mandatory provisions of law, particularly regarding the Service Provider's liability.

§15. TEMPLATE OF THE CONTRACT WITHDRAWAL FORM (ANNEX NUMBER 2 TO THE CONSUMER RIGHTS ACT)