

## I. BASIC INFORMATION

1. These Regulations (“**Regulations**”) define the terms, scope and conditions for provision of services through the Parlour Care website available at <https://parlour.dev/care> by Parlour Development Sp. z o.o. with its registered office in Katowice (40-002) at ul. Warszawska 40/2A, entered in the register of entrepreneurs kept by the District Court Katowice-Wschód in Katowice, VIII Economic Division of the National Court Register under number: 0000963129, tax identification (NIP) number: 9542838388, state statistical (REGON) No.: 521587335 (“**Service Provider**”). The Service Provider is the owner and operator of the Parlour Care website, and the parlour.dev domain. The Service Provider will also be hereinafter referred to as “**Parlour**”.

## II. DEFINITIONS

Within the framework of these Regulations, we use certain (capitalized) terms, to which we give specific and precise meaning. We have already explained some of them above, and the following terms have the following meanings:

- a) **Website** – the Service Provider's website entitled Parlour Care, available at <https://parlour.dev/care>, allowing you to use the Services;
- b) **Account** – User's account on the Website constituting a set of User's data and settings, which allows to log into the Website, use the Services and place orders for further Services. The Account is maintained under a unique name (login);
- c) **Registration** – the procedure of creating an Account on the Website;
- d) **Civil Code** – the Civil Code Act of 23 April 1964;
- e) **Consumer** – a User who is a natural person ordering Services on the Website in the scope not directly related to their business or professional activity;
- f) **Service** – Parlour service that is provided through the Website or that can be ordered through the Website;
- g) **Regulations** – these regulations, as amended from time to time;
- h) **Agreement** – a service agreement concluded by and between the User and the Service Provider, on the basis of which the Service Provider provides the Services specified in the

order, and the User pays remuneration in return;

- i) **User** – , or **you** - a natural person, legal person or organizational unit without legal personality, as referred to in Article 331<sup>1</sup> of the Civil Code, who uses the Website, after successfully activating an Account on the Website;

### **III. GENERAL PROVISIONS**

1. The Regulations (in effect on the date of conclusion of this Agreement) are an integral part hereof. The Regulations are available at: <https://parlour.dev/hosted/parlour-care-terms.pdf>.
2. The rights of the Consumer - to withdraw from the agreement without justification and to be protected from prohibited contractual provisions, are also vested with an individual who enters into an agreement with Parlour directly related to their business activity, when it is clear from the content of the agreement that for that person it does not have a professional character, arising in particular from the objects of their business activity.
3. Accordingly, when the Regulations refer to the rights of the consumer, in particular the rights to withdrawal described in point X of the Regulations, these rights also apply to the sole trader who meets the above criteria and, no later than at the time of placing the order, has provided the data of their company, if the rights in question have not been directly excluded or limited in the content of the Regulations, and generally applicable regulations allow them to be modified.
4. In order to use the Website, including to place an order for Services, it is necessary to have:
  1. a computer, laptop or another mobile device with Internet access;
  2. email access;
  3. a web browser installed: Mozilla Firefox version 100 or higher, Google Chrome version 100 or higher, Safari version 15.5 or higher;
  4. the minimum screen resolution of a computer or laptop or another mobile device: 1920x1080;

The User is obliged to use the Website in a manner consistent with the law and good practice, taking into account respect for personal interests as well as copyrights and intellectual property rights of the Service Provider.

### **IV. CREATION OF AN ACCOUNT BY A WEBSITE USER**

In order to start using the Services, it is necessary to create and maintain an Account.

1. In order to create an Account, you need to fill out the registration form with your e-mail address, login name and password.
2. The information entered in the registration form should relate solely to the User and be truthful,

with the User being responsible for the truthfulness of the information entered in the registration form.

3. The User should read and accept the content of the Regulations by unchecking the appropriate box on the registration form.
4. The User will gain access to the Account after logging in to the Website, i.e. after providing a login, which is the e-mail address indicated during Account registration, and a password securing access to the User's Account.
5. The User may request that their Account be deleted at any time. For this purpose, they should send a request to have their Account deleted to: kontakt@parlour.dev. In order to delete an Account on which a paid Service is running, you must first deactivate that Service.
6. The User will be liable for sharing the password securing access to the User Account with other persons. All the actions performed through the Account are considered to be performed by the User of the Account.
7. Parlour reserves the right to block the Account or access to selected Services provided as part of the Website, if the User acts to the detriment of the Service Provider or other Users, if it is reasonably determined that the security of the Account is at risk, if it violates the provisions of the Regulations or generally applicable laws, or if blocking of access to the User's Account and Services is justified for security reasons - in particular, if the User breaches the security of the Website or performs other illegal activities.

## **V. RULES OF PROVIDING THE SERVICES**

1. The Website allows the use of paid and free Services.
2. Opening and using an Account is free of charge.
3. If you agree to the immediate commencement of provision of the Services, you accept the fact that you are granted access to the Services available through the Website, and Parlour will commence providing the Services immediately (in the case of a fee-based Service - after conclusion of a Service agreement), without observing the withdrawal period. Due to the above, in accordance with the content of Article 38 (1) and (13) of the Consumer Rights Act of 30 May 2014 (Journal of Laws 2014.827, as amended), you are not entitled to withdraw from the service agreement.
4. You may cancel your use of the free Services, including by terminating the Account agreement, at any time without incurring any additional costs, by submitting a request to have your Account deleted. If you use paid Services, termination of the Account Agreement must be preceded by deactivation of the paid Services.

## **VI. PAID SERVICES**

1. As part of the Services, Parlour offers a choice of paid Services, which can be selected by the User through the Website.
2. You must have an active Account in order to use paid Services. An Agreement is concluded between the User and Parlour as a result of registering an Account on the Website, selecting the type of paid Service, choosing a subscription model, paying for access to the paid Service, and performing other actions, each time described in detail when placing an order on the Website or in the correspondence.
3. When placing an order for a subscription, you are informed that you may consent to commencement of the provision of the Service before expiry of the withdrawal period. If you agree to commencement of provision of the Service before expiry of the withdrawal period, you will have the opportunity to use the paid Services before expiry of 14 days of the date of its provision, but then will lose the right to withdraw from the Agreement.
4. Parlour will provide you with confirmation of conclusion of the Agreement and of consent to commencement of provision of the Services before expiry of 14 days in a situation causing the loss of the right to withdraw from the Agreement, on a durable medium (by email).
5. Submission of a request for deletion of the Account also results in submission of a statement of termination of the paid Service agreement at the end of the billing period.
6. Access to paid Services is based on a model of renewable paid subscriptions (monthly or annual).
7. In the case of a renewable subscription, on the date of expiry of the current billing period, unless the subscription has been cancelled by the User beforehand, the User's account will automatically be charged for the next billing period equal in length to the previous ordered billing period.
8. A user who has purchased access to the Paid Service in the form of a renewable subscription may cancel it at any time, which means that the fee for the next billing period after the end of the current billing period will not be charged. After deactivation of renewable subscription, the Agreement for the paid Service will continue until the end of the current billing period. In such a case, the User may use access to the paid Service until the end of the current billing period.
9. To unsubscribe, and thus cancel the paid Service, please contact Parlour by email to: kontakt@parlour.dev.
10. .
11. Payments for subscriptions can be made by credit or debit card. The payment operator is Stripe Payments Europe Ltd (<https://stripe.com/>).
12. Available forms of payment: VISA, Mastercard, American Express, or by ApplePay or GooglePay.

## **VII. ANALYTIC REPORTS SERVICE**

1. The Analytic Report Service is a paid Service in which the User is given the opportunity to connect Google Analytics, Meta Pixel (formerly Facebook Pixel) and Hotjar services to their website and receive weekly reports with data collected through the aforementioned services.
2. The Analytic Reports service is carried out only in relation to websites owned by the User. If the website is not owned by you, you should contact Parlour before ordering the Service in order to demonstrate that you have been authorized by the owner of the website to order the Service.
3. The Analytic Report service specifically includes:
  - a) implementation of Google Analytics, Meta Pixel (formerly Facebook Pixel) and Hotjar services on the website;
  - b) provision of the User with reports with data collected by Google Analytics, Meta Pixel, Hotjar services.
4. In order to provide the Analytic Report Service, after confirming the order for the Service, the User will provide Parlour with the following data: information about the technology used in order to develop the website (tech stack); information needed in order to modify the website code (passwords, permissions). Transmission of the aforementioned data should be made by email to: kontakt@parlour.dev within 24 hours of receipt of order confirmation. If the aforementioned data is not provided, Parlour will call on the User to provide it, setting a deadline of no less than 3 days. Failure to provide all the data referred to above will entitle Parlour to withdraw from the Agreement with respect to the ordered Analytic Report Service within 14 days of expiry of the deadline set for the User to provide the data.
5. In the event of withdrawal from the Agreement by Parlour due to the circumstances referred to above, the User will pay a contractual penalty of 5% of the value of the monthly fee for the aforementioned Service. The amount due as a contractual penalty will be deducted from the subscription fee paid by the User. The Service Provider will refund the remaining amount of the paid subscription immediately, and in any case no later than 14 days after the date of withdrawal from the Agreement.
6. The Service Provider will refund the payment using the same means of payment that were used by the User in the original transaction, unless the refund by this means is not possible - in which case the Service Provider will contact the User to receive information on another way of refund.
7. The detailed scope of the report is specified in the order description when placing an order for the Service.
8. The report on performance of the Service will be available on the Account after logging in, and sent by email.

## **VIII. PARLOUR CARE+ SERVICE**

1. The Parlour Care+ Service is a paid Service under which the User receives: (I) monitoring of its website for emerging website code errors, (II) dedicated support from Parlour's team of specialists for ongoing maintenance and optimization of its website, i.e. improving website responsiveness, fixing website code errors, fixing typos in subtitles, setting images, texts and other minor website design errors, the repair of which does not require interference with website design or functionality.
2. The service is carried out only in relation to websites owned by the User. If the website is not owned by you, you should contact Parlour before ordering the Service in order to demonstrate that you have been authorized by the owner of the website to order the Service.
3. In order to provide the Parlour Care+ Service, after confirming the order for the Service, the User will provide Parlour with the following data: information needed in order to modify the website code (passwords, permissions). Transmission of the aforementioned data should be made by email to: kontakt@parlour.dev within 24 hours of receipt of order confirmation. If the aforementioned data is not provided, Parlour will call on the User to provide it, setting a deadline of no less than 3 days. Failure to provide all the data referred to above will entitle Parlour to withdraw from the Agreement with respect to the ordered Analytic Report Service within 14 days of expiry of the deadline set for the User to provide the data.
4. In the event of withdrawal from the Agreement by Parlour due to the circumstances referred to above, the User will pay a contractual penalty of 5% of the value of the monthly fee for the aforementioned Service. The amount due as a contractual penalty will be deducted from the subscription fee paid by the User. The Service Provider will refund the remaining amount of the paid subscription immediately, and in any case no later than 14 days after the date of withdrawal from the Agreement.
5. The Service Provider will refund the payment using the same means of payment that were used by the User in the original transaction, unless the refund by this means is not possible - in which case the Service Provider will contact the User to receive information on another way of refund.
6. Information about errors detected during the monitoring of the User's website will be displayed on the Account and sent by email.
7. Specialists will perform activities within the Parlour Care+ Service in response to the User's request. For this purpose, the User may report the need to use the work of Parlour specialists in the implementation of the Parlour Care+ Service in the System after logging into the Account. The notification should indicate the category of the case and its description.
8. The request response time is no more than 300 minutes. In the Account and by e-mail, the User will receive information about the change in the status of the request and about the

progress of works.

9. When placing an order for Parlour Care+ Service, the User will select the available version of the package specifying the number of hours of work of specialists per billing month that will be at the User's disposal as part of the purchase of a Service subscription.
10. In the event that the purchased package of hours is exceeded in a given billing month, Parlour will inform the User about it by sending information to the Account and by email. Continued use of the Parlour Care+ Service in a given billing month will be billed at an hourly rate of USD 50 net/hour of Parlour specialist's work, after each completion of the assigned task or at the end of the billing month - whichever comes first. The payment deadline is 30 days from billing as indicated above.
11. Unused hours of Parlour specialists in a given billing month will not be transferred to the next billing month.

#### **IX. PERFORMANCE REPORTS SERVICE**

9. The Performance Report Service is a paid Service in which you receive weekly reports on the performance of your website, as specified in your order for the Service.
10. The service is carried out only in relation to websites owned by the User. If the website is not owned by you, you should contact Parlour before ordering the Service in order to demonstrate that you have been authorized by the owner of the website to order the Service.
11. The Performance Report service specifically includes:
  - a) verification of the overall website loading speed;
  - b) verification of Core Web Vitals indicators (First Contentful Paint, Largest Contentful Paint, Cumulative Layout Shift, Time to Interactive);
  - c) validation of the Website's code including, among others, verification that the Website is responsive, whether it is secured with HTTPS and appropriate headers;
  - d) information about the Website's search engine optimization (so-called SEO) including, among others, whether the Website contains the right number of keywords, whether its headings are arranged in the right order.
  - e) capturing of the overall evaluation of the website results presented in percentage terms.
12. The detailed scope of the report is specified in the order description when placing an order for the Service.
13. The report on performance of the Service will be available on the Account after logging in, and sent by email.

## **X. Parlour Maintenance Service**

1. The Parlour Maintenance Service is a paid Service in which your site is monitored 24/7. It includes incident response and hotfixes to your site.
2. In order to provide the Parlour Maintenance Service, after confirming the order for the Service, the User will provide Parlour with the following data: information needed in order to modify the website code (passwords, permissions), DNS records and access to the webhost of the site. Transmission of the aforementioned data should be made by email to: kontakt@parlour.dev within 24 hours of receipt of order confirmation. If the aforementioned data is not provided, Parlour will call on the User to provide it, setting a deadline of no less than 3 days. Failure to provide all the data referred to above will entitle Parlour to withdraw from the Agreement with respect to the ordered Parlour Maintenance Service within 14 days of expiry of the deadline set for the User to provide the data.
3. The service is carried out only in relation to websites owned by the User. If the website is not owned by you, you should contact Parlour before ordering the Service in order to demonstrate that you have been authorized by the owner of the website to order the Service.
4. The detailed scope of the report is specified in the order description when placing an order for the Service.
5. The report on performance of the Service will be available on the Account after logging in, and sent by email.
6. The service is carried out only to Users who had their sites made by Parlour.

## **XI. RIGHT TO WITHDRAWAL FROM THE AGREEMENT**

1. The User who is a Consumer has the right to withdraw from the concluded Agreement within 14 days of the date of conclusion thereof, without having to give any reason. **The right to withdrawal does not apply in the cases specified in Article 38 of the Consumer Rights Act of 30 May 2014, including when the performance has begun with the express consent of the User before expiry of the deadline for withdrawal from the Agreement and after informing them of losing the right to withdraw from the Agreement.**
2. Due to the nature of the Services that are provided at the request of the User, in the case of an Agreement that is concluded at a distance, Parlour will commence providing the Service upon receiving express consent from the User to commence providing the Service before the end of the withdrawal period. A statement covering the above consent is made by the User when registering on the Website. In the absence of consent, provision of the Services will begin after expiry of the



statutory period for withdrawal from the Agreement.

3. The consumer is obliged to submit a statement of withdrawal within the deadline indicated above, by mail or email to [kontakt@parlour.dev](mailto:kontakt@parlour.dev).
4. The consumer may use the withdrawal form attached as Appendix No. 1 to the Regulations, but it is not mandatory.
5. If the Consumer withdraws from the Agreement, the Service Provider will return to the Consumer all payments received from the Consumer, immediately, and in any case no later than 14 days from the date on which the Service Provider was informed of the Consumer's decision to exercise the right of withdrawal.
6. The Service Provider will refund the payment using the same means of payment that were used by the Consumer in the original transaction, unless the refund by this means is not possible - in which case the Service Provider will contact the Consumer to receive information on another way of refund.
7. The right to withdraw from the Agreement does not apply, if the Service Provider has begun to provide the Service with the express consent of the Consumer who was informed before the start of the performance that, after the start of performance, they will lose the right to withdraw from the Agreement.

## **XII. RESPONSIBILITY OF PARLOUR**

1. Parlour provides the Services with due diligence and makes every effort to ensure that the Services provided fully meet the individual needs of Users.
2. Parlour will not be liable to Users for:
  - a) lack of use of paid Services due to reasons attributable to the User (e.g. lack of Internet access);
  - b) the inability of or impediment to use the Services because the User's has lost the Account password or because third parties have captured it (by whatever means), unless it has been caused due to reasons attributable to Parlour or reasons for which Parlour is responsible;
  - c) damage caused by the acts or omissions of Users related to their use of the Services or the Website in a manner inconsistent with applicable laws or the Regulations.
3. In the case of an Agreement to which a party is not a Consumer, Parlour's liability for provision of the Services will be limited to the net value of the monthly subscription to the Services ordered by the User. If the Service is free of charge, Parlour's liability is excluded to the fullest extent permitted by law.

## **XIII. PRIVACY AND CONFIDENTIALITY**

1. By using the Services available through the Website, the User acknowledges that the basis for processing of their personal data on the Website is performance of the concluded agreement for the provision of electronic services or taking action at the request of the User prior to its conclusion, in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation, referred to as the **GDPR**), the Personal Data Protection Act of 10 May 2018 (Journal of Laws, item 1000) and other relevant regulations on the protection of personal data.
2. The personal data controller is Parlour.
3. Detailed rules for the protection of Users' personal data are contained in the Privacy Policy.

#### **XIV. COMPLAINTS**

1. Parlour, as operator of the Website and provider of the Services, will receive complaints regarding wrong operation of the Website and failure to perform or improper performance of the Services, including the paid Service. Complaints must be submitted in electronic form by email to:kontakt@parlour.dev or in writing to Parlour's business address. The complaint must include at least:
  - a) Full name
  - b) business name (if applicable)
  - c) email address,
  - d) mailing address,
  - e) circumstances justifying the complaint and the User's demands (removal of violations, reduction of price or withdrawal from the agreement)
  - f) indication of the method of refunding the price paid for the paid Service.
2. If the data provided in the complaint is incomplete and needs to be supplemented, Parlour will ask the User to supplement the complaint to the extent indicated before processing the complaint.
3. Correctly submitted complaints will be examined within 30 days of the moment when Parlour receives them.
4. The answer to the complaint will be sent to the email address assigned to the Account of the User in question or to the address of residence indicated in the complaint.

#### **XV. AMENDMENTS TO THE REGULATIONS**

1. Parlour reserves the right to amend the Regulations.

2. A User with an Account will be informed of any changed content of the Regulations by receiving the new wording of the Regulations to their email address indicated during Account registration.
3. Notification of amendments to the Regulations will be made no later than 14 days prior to introduction of the new Regulations.
4. If the User does not accept the amendments to the Regulations, they should inform Parlour of this fact no later than the day before the new Regulations take effect.
5. Failure to accept the amended Regulations will result in termination of the Service agreement and deactivation of the Account.

#### **XVI. DISPUTE RESOLUTION**

1. Any and all the disputes concerning or arising out of the User's use of the Services will be resolved by a court of competent jurisdiction under the Code of Civil Procedure.
2. It is possible to resolve the aforementioned disputes through the online consumer dispute resolution system available at <http://ec.europa.eu/consumers/odr/>, although dispute resolution bodies may not be available in the countries or sectors concerned.

#### **XVII. FINAL PROVISIONS**

1. Parlour stipulates that all texts and visual elements placed on the Website are subject to copyrights or license rights held by Parlour.
2. The Regulations are governed by the laws of the Republic of Poland.
3. The Regulations will enter into force on 14.08.2022

Appendix No. 1 to the regulations for provision of Services by Parlour Care

**Template**

.....

.....

City, date

.....

.....

.....

full name (company)

address

Parlour Development Sp. z o.o.

ul. Warszawska 40/2A

40-002 Katowice

**Declaration  
on withdrawal from a distance agreement**

**concerns order number [.....]**

I am informing you about my withdrawal from the service agreement regarding the following services

.....

[names of services]

agreement conclusion date .....

The reason for the withdrawal is:

.....\*

\* indicating the reason for the withdrawal is not required, but will allow Parlour to improve its services or sales process in the future.

.....

.....

signature