

## **TERMS OF SERVICE OF THE WEBSITE**

### **§ 1 General Provisions.**

1. These Terms of Service define the general conditions, rules and access to the [www.scrapingfish.pl](http://www.scrapingfish.pl) website and services available through the Website provided by "Narf Spółka z Ograniczoną Odpowiedzialnością." with its registered seat in Warsaw at the address: Al. Jana Pawła II 27, 00-867 Warszawa, KRS number: 0001004209, NIP number: 5273029809, REGON number: 523747406.
2. These Terms of Service set out the conditions and terms of providing the Service.
3. The User is obliged to comply with all the provisions of the Terms of Service.
4. The Terms of Service are available free of charge on <https://scrapingfish.com/legal/tos.pdf>. Everyone can print it, record and multiply digitally on any electronic media.
5. The Terms of Service are available in a form allowing for its storage and reproduction in the ordinary course of activities (HTML file or other form).

### **§ 2 Definitions.**

1. Consumer - shall mean a natural person making a legal transaction not directly related to his/her business or professional activities.
2. Website, Service - the website available at [www.scrapingfish.pl](http://www.scrapingfish.pl).
3. Entrepreneur - shall mean a natural person, a legal person or an organizational unit that is not a legal person, which is granted legal capacity by the law, conducting business or professional on its own behalf and making a legal action directly related to its business or professional activities.
4. Terms of Service - means these Terms of Service of the Website.
5. Service Provider - means the company "Narf Spółka z Ograniczoną Odpowiedzialnością" with its registered office in Warsaw at the address: Al. Jana Pawła II 27, 00-867 Warszawa, KRS number: 0001004209, NIP number: 5273029809, REGON number: 523747406; e-mail: [pawelkobjek@narf.ai](mailto:pawelkobjek@narf.ai), which is also the owner of the Website.
6. Service - paid service rendered by the Service Provider electronically as described in § 7 of the Terms and Conditions.
7. Contact Form - a form allowing Website Users to contact the Service Provider. 8) User - the entity using the Website to contact the Service Provider.
8. User - shall mean an entity using the functionalities of the Website, to whom the services are provided by the Service Provider and who has full legal capacity.
9. Request Pack - a set of tools selected and purchased by the User and made available through the Website, the functionalities of which are described in detail on the Website. Provision of the Service is possible after the Request Pack has been purchased.
10. Force Majeure - an external event beyond the Service Provider's control, such as flood, storm, fire, earthquake, extraordinary snowfall and extraordinary disorders of social life in the form of strike, war, social unrest, as well as other external events that could not have been foreseen and whose consequences could not have been prevented, and even if they could have been foreseen, they could not have been prevented, despite exercising the utmost care, resulting in Service Provider's inability to provide the Service.
11. Malfunction - damage to the Service limiting or preventing the User's access to the Service.

### **§ 3 Technical conditions for providing the Services.**

- 1) The minimum technical requirements to use the Website are:

- 1) a web browser with at least Chrome 76: 373, Firefox 69: 359, Safari 12.1: 317, Edge 18: 277, Internet Explorer 11 or Chrome 66 or FireFox 60 or Opera 53 or Safari 5 or later, accepting cookies,
- 2) Javascript enabled in the browser,
- 3) Internet connection of at least 512 kbit/s,
- 4) access to e-mail.

#### **§ 4 Use of the Website.**

1. Access to and use of the Site by the User is free of charge. The service referred to in § 7 of the Terms of Service is payable.
2. Using the Contact Form does not require registration.
3. Access to the Service requires registration of an account on the Website and payment of the Request Pack.
4. The information contained in the Service does not constitute an offer within the meaning of Article 66<sup>1</sup> of the Civil Code. In order to conclude an agreement, the User selects a Request Pack. By clicking "pay" on the Website, the User makes an offer to the Service Provider to conclude an Agreement under the terms and conditions set forth in the Terms and Conditions.
5. The agreement for electronic provision of Services between the User and the Service Provider is concluded when the User starts using the Services.

#### **§ 5 Registration.**

1. Registration on the Website is carried out in the following way:
  - 1) User proceeds to registration by clicking on the "registration" button,
  - 2) User gives in the registration form data necessary to use the Service, i.e.: e-mail address and password,
  - 3) User accepts these Terms of Services and the Privacy Policy,
  - 4) User agrees to the processing of personal data to conclude and implement an agreement for the provision of services by electronic means.
2. Information entered into the Form should relate to the User or persons acting on behalf of the User and be truthful.
3. The use of the Service is possible from the age of 18. Persons under 18 years of age may use the Service only after submitting the consent of the legal representative.
4. Service Provider may control and verify the accuracy of the User's identification data contained in the form.
5. The User, at the request of the Service Provider, shall submit within the period indicated by the Service Provider:
  - 1) a copy from the appropriate register (e.g.: enterprises, associations, etc.), a decision on assigning REGON and NIP numbers - applies to a legal person or an organizational unit without legal personality;
  - 2) proof of identity - applies to a natural person.
6. Service Provider may request additional documents and information from the User to verify the identity of the User or the right to represent the entity.
7. The User may delete his/her account on the Site at any time. Upon deletion of the User's account, the right to use the Services shall immediately expire.

#### **§ 6 Contact Form.**

1. The Service Provider makes the Contact Form available to Users.

2. The Contact Form service in sending a message to the Service Provider using the form available on the Website. In order to use the service, the User fills in the form available on the Website and sends it electronically to the Service Provider by selecting the appropriate function on the form.
3. The User has the opportunity to attach attachments to the message sent via the contact form.

#### **§ 7 Service provided by the Service Provider through the Site.**

1. The Service Provider provides the Users with Service in the form of access to a tool for collecting publicly available data.
2. Detailed description of the Service is available in the Technical Specification of the Service, which the Service Provider makes available on the website at: <https://scrapingfish.com/docs/intro>. Access to the Technical Specification does not require registration on the Website.
3. The User shall gain access to the tool to collect publicly available data after purchase of the so-called Request Pack.
4. Purchase of the Request Pack is possible after the registration on the Website.
5. The prices of each Request Pack vary depending on the type of Request Pack that the User wishes to purchase access to.
6. The prices of each Request Pack are available on the Website.
7. The prices of the Request Packs may also be determined individually, after a personal contact with the Service Provider.

#### **§ 8 Payment for the provision of the Service.**

1. Payment for the Service is made through the electronic payment service Stripe.
2. The User may inform the Service Provider that he needs a VAT invoice by selecting the appropriate button.
3. Payment for the Service may also be made by bank transfer. For this purpose, the User will inform the Service Provider that he wishes to pay for the Service by transfer and/or receive a proforma invoice. The Service Provider will issue a proforma invoice to the User, and after the payment for the Service the User will receive a final invoice.

#### **§ 9 Interruptions in access to the Service.**

1. In order to ensure the highest quality of services and to develop the Service with new functionalities, Service Provider reserves the right to make changes to the functionality of the Service.
2. The Service Provider reserves the right to make changes to the functionalities of the Site, which may be associated with interruptions in the provision of services.
3. Interruptions in the provision of Services may also occur due to:
  - 1) Access restrictions imposed by the operators of the networks used by the User;
  - 2) Failures resulting from acts or omissions of third parties for which the Service Provider is not responsible (e.g. power grid failure);
  - 3) maintenance of the infrastructure (hardware and software) of the Service;
  - 4) repairs related to the occurrence and removal of Failures,
  - 5) occurrence of Force Majeure.
4. The Service Provider reserves that he is not responsible for interruptions in the provision of the Service described in point. 3 of this paragraph and the User waives any claims related to their occurrence.
5. The Service Provider does not guarantee that:

- 1) the Service will be uninterrupted, secure or available at a particular time or place;
- 2) any errors or defects in its operation will be corrected;
- 3) the Service is free of viruses or other harmful components; or
- 4) the results of using the Service meet your requirements.

#### **§ 10 Terms of Service.**

1. The user must use the Service only in accordance with the terms and conditions, third-party policies, and laws applicable in the country in which you are using the Service (including RODO/GDPR).
2. The user may use the Service only to collect publicly available data from websites.
3. If the web pages contain proprietary, confidential, or copyrighted data, the User must collect the data in accordance with copyright laws or policies that apply to the type of data collected.
4. By accessing and using the Services, the User acknowledges that he has the right to access and use the Services in accordance with the laws of the country in which the User is using them.
5. By entering into an agreement with the Service Provider, the User represents and warrants that he/she is entitled to enter into and abide by all the provisions of these Terms and Conditions and that he/she will not use the Service in a manner that violates any applicable law.
6. The Service Provider is not obliged to check the way the User uses the Site, Service or its configuration and is not responsible for the way of such use.
7. The Service Provider assumes that the User uses the Site and the Service in a legal and ethical manner and that the User has obtained permission, if necessary, to use the Service on target websites and/or other data sources.

#### **§ 11 Service Provider's Disclaimer.**

1. You agree to access or use the Service at your own risk and responsibility. Service Provider assumes no responsibility for the use or misuse of the Service and for the results of activities for which the User uses the Site, Service or its configuration.
2. To the extent that a third party service or product is created within the Service or any of its functionalities, Service Provider shall not be responsible for such service or product, its functioning or the manner and results of its use.
3. The Service Provider shall not be liable for any unlawful acts by the User in connection with the use of the Site, Service or its configuration in relation to third parties (e.g. infringement of intellectual property rights, rights to the name or company, unfair competition, violation of the terms of use of third-party websites or applications and programs).
4. The Service Provider shall not be liable for any direct, indirect, incidental, consequential or special damages arising out of or in any way connected with access to or use of the Service, including but not limited to any loss or damage caused by viruses infecting the User's computer equipment or reliance on information obtained through the Service made available on the Service.
5. The User may not claim compensation from the Service Provider for both the actual damage suffered and the lost profits, related to the Service provided through the Website. In particular, the Service Provider is not liable for any compensatory, direct, indirect, special, incidental or consequential damages (including damages for lost profits, litigation or similar), breach of warranty, tort, etc. Service Provider shall not be liable for any claims of third parties. In no event shall Service Provider's liability in connection with the Services for all damages exceed €100 (one hundred euros)

6. The Service Provider is not liable for actions resulting from the use or misuse of the Service by the User. The Service Provider does not grant the User any rights, licenses or permissions regarding the collection of data through the Service. The Service Provider shall not be liable for any third party claims arising from the use of third party data through the Service and/or any alleged copyright or intellectual property infringement.
7. The Service Provider does not provide the Service without the restrictions listed in the preceding paragraphs. No assurances or information, whether oral or written, which you obtain from the Service Provider or persons employed by the Service Provider shall constitute any warranty, representation or guarantee not expressly stated in these terms and conditions.
8. The Service Provider declares that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying Users' data by unauthorized persons, therefore Users should take appropriate technical measures to minimize the risks indicated above. In particular, the use of anti-virus and identity protection programs for Internet use.
9. The Service may contain hypertext links - links to other websites, which have been developed completely independently of this website. Accordingly, the Service Provider makes no representations or warranties as to the accuracy, completeness or authenticity of the information contained in any other website, and access to other websites linked to the Site is at the User's own risk.

#### **§ 12 The User's obligation to indemnify the Service Provider.**

1. The User undertakes to indemnify the Service Provider against third-party claims brought against the Service Provider, resulting from the User's use of the Site, the Service or its configuration and/or violation by the User of any of the provisions of the Terms and Conditions, or to compensate the Service Provider for damages related to the above claims.
2. In the event of failure to comply with the obligation set out in paragraph 1 of this section, the User undertakes to compensate the Service Provider for the damage suffered by the Service Provider in connection with the claims of third parties referred to in paragraph 1 of this section. In particular, the User undertakes to reimburse paid damages, costs of legal assistance and court fees.
3. The liability of the User towards the Service Provider referred to in paragraph 1 of this section is in the nature of a liability for damages referred to in Article 392 of the Civil Code.
4. The indemnity referred to in paragraph 2 of this section covers all consequences of failure to meet the obligation referred to in paragraph 1. The provision of Article 361 § 1 of the Civil Code shall not apply.

#### **§ 13. Service Provider's right to block access to the Service and terminate the Agreement.**

1. Service Provider has the right to block access to the Service in the event that the User acts to the detriment of Service Provider, third parties or other Users, if the User violates the law or the provisions of the Terms of Service, and also if blocking access to the Service is justified by security reasons - in particular, the User breaking the security of the Site or other hacking activities.
2. In addition, the Service Provider reserves the right to block access to the Service in the event of receiving a request to cease any action against the owner of the site from which data is downloaded through the tool provided by the Service Provider.

3. Service Provider shall provide access to the User's data only at the request of the court or other state authority.
4. Blocking access to the Service for the aforementioned reasons lasts for a period necessary to resolve the issue forming the basis for blocking access to the Service. Service Provider shall notify the User about its intention to block the access to the Service by e-mail to the address provided by the User during registration.
5. The Service Provider reserves the right to terminate the Agreement in the absence of cessation by the User of the actions referred to in paragraph 1 of this section or the occurrence of the events referred to in paragraph 2 of this section, respectively, after granting the Service Provider an additional 3-day period to stop violations or release the Service Provider from third-party claims.
6. In order to terminate the Agreement, the Service Provider will submit a statement of intent to the User in writing, document or electronic form.
7. On termination of the Agreement, the User's right to use the Service expires.
8. In the case of termination of the Agreement, the Service Provider retains the right to the claims provided for in the Terms of Service, in particular, but not limited to § 12 of the Terms of Service.

#### **§ 14 Reporting a threat or violation of rights.**

1. If the User or any other person or entity believes that the content published on the Site violates their rights, personal interests, decency, feelings, morality, beliefs, principles of fair competition, know-how, secrets protected by law or under the obligation, should notify the Service Provider of the potential violation.
2. The Service Provider notified of the potential violation shall take immediate action to remove the content causing the violation from the Site.

#### **§ 15 Withdrawal from the contract for the sale of electronic services concluded at a distance by the User who is the Consumer.**

1. In the case of a contract for the purchase of electronic services at a distance, the User who is the Consumer has the right to withdraw from the contract without giving any reason within 14 days from the conclusion of the contract.
2. The right to withdraw from the remote contract shall also apply to the User who is a natural person, who has entered into an agreement directly related to his/her business, when the content of the agreement shows that it is not professional for that person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity.
3. Third The User may withdraw from the contract by e-mail to the address: pawelkoboжек@narf.ai.
4. To maintain the deadline for withdrawal from the contract of sale is sufficient to send a statement by the User before the deadline referred to in paragraph 1 of this section.
5. In the case of an effective withdrawal from the contract is considered as not concluded, and the User who is the Consumer is relieved of any obligations.
6. Immediately after receipt of an effective statement of the User who is a consumer to withdraw from the contract, but no later than within 14 days, the Service Provider is obliged to return to the User the price of the Service, if previously paid.
7. The User who is a consumer, by starting to use the electronic service before the expiry of 14 days from the conclusion of the contract, agrees to start providing the Service before the expiry of the deadline for withdrawal from the contract in accordance with Article 38(13) of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2019, item 134).

After the occurrence of these events, the User loses the right to withdraw from the contract.

#### **§ 16 Complaints.**

1. In providing the Service under the Terms of Service, the Service Provider's liability to Users who are not Consumers under warranty for defects, as determined by law, is excluded.
2. In the case of malfunction of the Service Recipient has the right to lodge a complaint.
3. Notwithstanding the above, the Client may inform the Service Provider of technical problems related to the operation of the Site.
4. The Client submits a complaint through the contact form.
5. In the description of the complaint, the Client must provide the Service Recipient's data, including contact details and data necessary to process the complaint, in particular:
  - 1) description of the problem occurring in the functioning of the Website;
  - 2) browser name.
6. The Service Provider shall investigate the User's complaint immediately, but no later than within 14 days from the date of receipt of the complaint. The Service Provider's response to the complaint shall be sent to the e-mail address provided by the User.

#### **§ 17 Out-of-court settlement of consumer disputes.**

1. If the complaint of the User who is a Consumer is not accepted, he may use the out-of-court settlement of consumer disputes.
2. The competent entity for the Service Provider is the Provincial Inspectorate of Trade Inspection in Lublin, 38 C Tomasza Zana Street, 20-601 Lublin, <https://www.ihlublin.pl/spory-konsumenckie/pozasadowe-rozwiazywanie-sporow-konumenckich.html>.
3. The consumer may also proceed to resolve the dispute online via the ADR platform for online consumer dispute resolution at EU level, available at: link to the platform.

#### **§ 18 Jurisdiction of the court.**

1. If there is no possibility for an amicable resolution of the dispute, the competent court to consider a dispute with the User who is a Consumer or a User who is a natural person, who has entered into an agreement directly related to his/her business, where the content of the agreement indicates that it is not of a professional nature for that person, arising in particular from the subject of his/her business, made available under the provisions of the Central Register and Information on Business Activity, is the competent court according to Polish law.
2. The competent court for any disputes with the User who is an entrepreneur, for which the contract concluded is of a professional nature, shall be the competent court for the headquarters of the Service Provider.

#### **§ 19 Intellectual Property Rights.**

1. All rights to the Website, including the property copyright, intellectual property rights to its name, domain name, Website, as well as to the templates, forms, logos belong to the Service Provider, and the use of them may take place only in the manner specified and in accordance with the Terms of Use.
2. The User may not reverse engineer, disassemble or modify the Service Provider's software, source or binary code while using the Service.

3. The User may not install software or use files or code while using the Service and/or Services that may cause damage to the Service Provider or the Service Provider's software.

## **§ 20 Protection of personal data.**

1. Personal data of the users of the Website contained in the registration forms and personal data collected automatically are processed in accordance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, RODO). Consumers have the rights granted to them in the individual provisions of the RODO Act of 29 August 1997 on the protection of personal data (Journal of Laws of 2002, No. 101, item 926, as amended), and the Act of 18 July 2002 on electronic services (Journal of Laws of 2002 No. 144, item 1204). Detailed information on the protection of personal data and privacy of users of the Website is contained in the Website Privacy Policy, which is available at: [https://scrapingfish.com/legal/privacy\\_policy.pdf](https://scrapingfish.com/legal/privacy_policy.pdf)
2. The Service Provider uses "cookies", which are stored by the server of the Service Provider on the final device of the User during his/her use of the Website. The use of cookies is intended to ensure the proper functioning of the Website on the User's terminal equipment. This mechanism does not damage User's terminal equipment and does not cause any configuration changes in User's terminal equipment or in software installed on such equipment. Each User can disable the "cookies" mechanism in the web browser of his final device. The Service Provider points out that disabling cookies may, however, cause difficulties or make it impossible to use the Website. Detailed information on the cookies used is contained in the Website Privacy Policy, which is available at: [https://scrapingfish.com/legal/privacy\\_policy.pdf](https://scrapingfish.com/legal/privacy_policy.pdf)

## **§ 21 Termination of the Agreement.**

1. Subject to the cases provided in the Rules and Terms of Service, the Agreement shall be terminated at the end of the period for which it was concluded if the Client fails to purchase Services for the next period.
2. The Service Provider may terminate the Agreement subject to retention of the fee paid, if the Client provides false information when concluding the contract or uses the Service illegally.
3. The parties may terminate the Agreement by submitting a statement of intent to terminate the Agreement, in particular using any means of remote communication, in a manner that allows the other party to review it.
4. The termination of the Agreement is effective at the time of use of the paid Services.

## **§ 22 Final provisions and amendments to the Terms of Service.**

1. The content of these Terms of Service may be recorded by printing, writing on the media or downloading at any time from the Site.
2. The Service Provider reserves the right to change these Terms and Conditions.
3. All Contracts concluded before the effective date of the new Terms of Service shall be performed under the Terms of Service that were in force on the date of conclusion of the Contract.
4. The amendment to the Terms of Use shall become effective within 14 days of its publication on the Website.



5. The Service Provider shall inform the User about the change of Terms of Service 14 days before the new Terms of Service come into force through an email message containing a link to the text of the amended Terms of Service.
6. If the User does not accept the new content of the Terms of Service, he is obliged to notify the Service Provider, which results in termination of the Agreement.
7. These Terms of Service should be interpreted in accordance with Polish law.
8. In matters not covered by the Terms of Service shall be governed by Polish law.
9. If any of the provisions of the Terms of Service shall be considered invalid or unenforceable, its remaining provisions shall remain in force.
10. These Terms of Service constitute the entire agreement between the parties concerning the Service provided through the Service and supersede any previous agreements that may have been concluded and whose subject were the Services.
11. The Terms of Service shall come into force on 03.05.2022.