

TERMS OF SERVICE

§ 1. Definitions

The capitalised terms used in these Terms have the following meanings:

1. Terms of Service – these terms of service for the provision of electronic services within the persate.com service.
2. Service – the online service available at persate.com, through which the Service Provider (as defined below) provides electronic services.
3. Service Provider – the entity defined in § 2(3) of the Terms of Service.
4. Client – an entity interested in commercial cooperation with the Service Provider, contacting the Service Provider through the Service or by e-mail.
5. User – a natural person, legal entity, or organisational unit without legal personality that has concluded a User Account Service Agreement with the Service Provider or has taken steps to conclude one.
6. Premium Service – a paid service provided by the Service Provider to the User under a contract concluded with the Service Provider, encompassing jointly or separately: the AI Assistant Service, the Legislative Monitoring Service, and other functionalities available in the Service upon purchasing the Premium Service.
7. AI Assistant Service – a service consisting of providing the User with an intelligent AI-based assistant that processes files and data stored in external cloud data services voluntarily connected by the User to the Service, or files uploaded by the User directly to the Service.
8. Legislative Monitoring Service – a service consisting of automatic tracking of legislative topics selected by the User and delivering notifications about legislative events and changes through selected communication channels.
9. Account – a free panel created in the Service's IT system, enabling the User to access the Service Provider's services, including the Premium Service, after concluding the relevant agreement and making the payment specified therein.
10. User Account Service Agreement – an agreement for the provision of electronic services under which the Service Provider undertakes to provide the User with the Account Service (creation and maintenance of the Account).
11. Account Service – an electronic service consisting of the creation and maintenance of an Account by the Service Provider on behalf of the User.
12. Account Administrator – a natural person acting on behalf of and for the User, designated by the User holding a purchased Premium Service, to manage the Account.

13. Privacy Policy – a document containing information about the processing of Users' personal data by the Service Provider.
14. Consumer – a natural person performing a legal transaction with the Service Provider that is not directly related to their business or professional activity (Article 22¹ of the Civil Code).
15. Act on Electronic Services – the Act of 18 July 2002 on the provision of electronic services (consolidated text: Journal of Laws of 2024, item 1513, as amended).

§ 2. General Provisions

1. The Terms of Service set out the rules and conditions for using the Service, including the rules for the provision of electronic services by the Service Provider.
2. These Terms of Service constitute the terms referred to in Article 8 of the Act on Electronic Services.
3. The Service is owned by PERSATE simple joint-stock company (prosta spółka akcyjna) with its registered office in Sochaczew, address: ul. Warszawska 62 lok. 4, 96-500 Sochaczew, entered into the register of entrepreneurs maintained by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register under KRS number: 0001205038, NIP: 8371886321, REGON: 543232081.
4. Contact with the Service Provider is possible via: a) e-mail – at the address: mbednarczyk@persate.com, b) traditional mail – at the address: ul. Warszawska 62 lok. 4, 96-500 Sochaczew.
5. The Service Provider, in the course of its operations: a) provides Users with the Account Service (registration and maintenance of a free account), b) provides Users with information about the services offered, c) enables contact for the purpose of obtaining access to the application/demo version of the application, d) provides Users with purchased access to the Premium Service, encompassing the AI Assistant Service and/or the Legislative Monitoring Service and/or other functionalities available in the Service upon purchasing the Premium Service.
6. Before beginning to use the Service, the User is obligated to read the Terms of Service and the Privacy Policy.

§ 3. Technical Requirements

1. In order to use the Service correctly, the following are collectively required: a) an Internet connection, b) an end device (computer, tablet, smartphone) with a current web browser (Google Chrome, Mozilla Firefox, Microsoft Edge, Safari) supporting JavaScript and cookies, c) an active e-mail account.
2. To use the AI Assistant Service, it is also recommended to have an active account with at least one external cloud data service supported by the Service. In the absence of such an account, in order to use the AI Assistant Service based on personal data, files or documents, the User will be required to upload them directly to the Service.

3. The Service Provider applies technical and organisational measures ensuring data transmission security, in particular SSL/TLS encryption and server security.
4. Despite the use of security measures, use of the Internet may involve the risk of data interception by third parties – use of up-to-date antivirus software is recommended.
5. Use of the Service with malware, bots, or tools that automate interaction with the Service is prohibited.

§ 4. Rules of Service Use

1. The User is obligated to use the Service in accordance with the law, the Terms of Service, and good practices.
2. Providing content of an unlawful nature is prohibited, including in particular content that violates applicable law, personal rights, copyright, or industrial property rights of third parties.
3. The User undertakes in particular to: a) not interfere with the operation of the Service, b) not attempt to gain unauthorised access to the Service Provider's IT systems, c) refrain from sending spam and unsolicited commercial communications, d) not have content of an unlawful nature in external cloud data services connected to the Service, e) not upload files/content of an unlawful nature to the Service, f) not grant access to files and data in external cloud data services to a broader extent than is necessary for use of the AI Assistant Service, g) not upload files and data to the Service to a broader extent than is necessary for use of the AI Assistant Service.
4. The Service Provider may suspend or delete the Account of a User who violates the Terms of Service or applicable law, in particular by: a) providing false registration data, b) actions disrupting the functioning of the Service, c) violating the personal rights or rights of third parties, d) failing to make timely payments for services purchased from the Service Provider.
5. The Service Provider shall notify the User of the suspension or deletion of the Account by e-mail, indicating the reason and the date on which the decision will take effect (at least 3 days after notification, unless the violation is flagrant).

§ 5. User Account Service Agreement (Registration)

1. The User Account Service Agreement is concluded by: a) visiting the Service website and going to the registration form, b) completing the form with the required data or by logging in with a Google or Microsoft account, c) clicking the "Register", "Sign up" or equivalent button, including the default acceptance of the Terms of Service and Privacy Policy, d) in the case of login by means other than a Google or Microsoft account – verifying the e-mail address via a link sent to the User's e-mail.
2. The Account Service is provided free of charge for an indefinite period; however, access to the Premium Service requires the conclusion of a separate agreement with the Service Provider, including timely payment for services provided by the Service Provider.
3. Via the Account, the User may in particular: a) manage their personal data, b) review information about the services offered by the Service Provider, c) use the services offered by the Service

Provider, including the Premium Service after purchasing access.

4. The User is obligated to keep Account access data (login and password) confidential and not to share it with third parties. All actions taken from the Account/using the User's access data shall be attributed to the User, unless they were taken as a result of a security breach on the part of the Service Provider.
5. The User may at any time terminate the User Account Service Agreement with immediate effect by sending a statement of termination to the e-mail address indicated in § 2(4) of the Terms of Service. The Service Provider shall delete the Account within 14 working days of receiving the statement.

§ 6. Absence of Sales and Commercial Agreements Through the Service

1. The Service is exclusively informational, presentational and service-oriented in nature. No paid service agreements or commercial transactions are concluded through it.
2. Information published in the Service, including descriptions of services and their functionalities, constitutes an invitation to conclude a contract within the meaning of Article 71 of the Civil Code, but is not an offer within the meaning of Article 66 of the Civil Code.
3. Clicking the "Book a Demo" button redirects the User to a mail application for the purpose of direct contact with the Service Provider. Clicking this button does not constitute placing an order or concluding a contract.
4. The terms of paid commercial cooperation, including the scope, price and term of service provision, are established individually for each Client via e-mail correspondence and subsequently formalised in a separate written or electronic agreement.

§ 7. Account Management within the Premium Service

1. Every User holding a purchased Premium Service is required to designate an Account Administrator. The Account Administrator must be a natural person. Designation occurs through the Account management panel in the Service.
2. Designating an Account Administrator is a prerequisite for using the Premium Service.
3. The Account Administrator has full access to all functionalities, services and resources of the User within the Service, to the extent corresponding to the Premium Service plan purchased by the User.
4. The Account Administrator designated by the User is authorised to: a) create and manage sub-accounts, b) connect and disconnect external cloud data services from the User's Account, c) upload and delete files/data to/from the Service, d) manage the User's Account settings in the Service.
5. The Account Administrator may create sub-accounts and assign them to designated natural persons or groups of persons. For each sub-account, the Account Administrator assigns an individual access level, which may include in particular: a) access to services or functionalities

designated by the Account Administrator, b) access to data in a limited scope, c) a combination of the restrictions indicated in (a) and (b) above in any configuration.

6. All changes to the access levels of sub-accounts require active action by the Account Administrator.
7. The User bears full responsibility for all actions and omissions of the Account Administrator and all persons using sub-accounts, as for their own actions.
8. The Service Provider is not liable in particular for: a) granting access to unauthorised persons by the Account Administrator, b) assignment of excessively broad or narrow access scope by the Account Administrator, c) disclosure of sub-account access data to third parties by the Account Administrator, d) any other damage resulting from erroneous configuration of access levels made by the Account Administrator.

§ 8. Premium Service – AI Assistant

1. Within the AI Assistant Service, the User gains access to an intelligent AI-based assistant that enables searching and analysis of data stored in external cloud data services connected to the Service, as well as data uploaded directly to the Service.
2. Use of the AI Assistant Service requires the voluntary connection of at least one external cloud data service or the voluntary uploading of certain files/data directly to the Service. Integration occurs via: a) logging in to a specific external cloud data service through the OAuth 2.0-based authorisation mechanism available in the Service, b) the User granting consent to the Service's access to the specified resources.
3. The User independently determines the scope of files or folders made available to the AI Assistant. The Service Provider does not obtain access beyond what arises from permissions granted by the User.
4. Within the AI Assistant Service: a) The AI Assistant processes the User's data solely for the purpose of responding to specific User queries and does not store file content longer than necessary, b) The Service Provider does not use the User's data for purposes other than providing the AI Assistant Service, in particular does not process it for advertising purposes and does not share it with third parties without separate, explicit consent, c) The User bears sole responsibility for the content and legality of data stored in external cloud data services to which access has been granted, d) The User bears sole responsibility for the content and legality of data uploaded directly to the Service.
5. The Service Provider does not verify or moderate the content of data made available by the User. The User may not grant access to data they are not authorised to process.
6. Responses generated by the AI Assistant are informational in nature and do not constitute legal, financial, medical or other specialist advice.
7. The User may at any time disconnect an external cloud data service from the Service or delete files uploaded directly to the Service. Revoking access results in immediate cessation of processing.

8. Access to the AI Assistant Service is available exclusively within the purchased Premium Service plan.

§ 9. Premium Service – Legislative Monitoring

1. Within the Legislative Monitoring Service, the Service Provider provides the User with a tool for automatic tracking of selected legislative topics and parliamentary activity, in particular through:
 - a) monitoring of Monitoring Topics selected by the User and current notification about changes,
 - b) automatic tracking of sessions of the Sejm and Senate of the Republic of Poland using AI analysis of transcripts, c) delivery of notifications generated on the basis of Key Phrases defined by the User.
2. The User configures the Legislative Monitoring Service by: a) indicating Monitoring Topics from available thematic categories or by independently defining the scope, b) defining Key Phrases whose occurrence is to result in a notification, c) choosing the notification delivery channel (e-mail, messaging applications, or other channels provided by the Service Provider).
3. The Service Provider undertakes to deliver legislative notifications in near-real-time. The User acknowledges that: a) the Service Provider does not guarantee the completeness of monitored legislative content, b) notifications generated by AI systems may contain inaccuracies resulting from natural language processing, c) notifications are exclusively informational and do not constitute legal advice or legislative expertise.
4. The User bears sole responsibility for the manner of interpretation and use of information provided within the Legislative Monitoring Service.
5. The User may at any time change the configuration or opt out of receiving notifications through the Account management panel. Opting out is not equivalent to termination of the User Account Service Agreement.
6. Access to the Legislative Monitoring Service is available exclusively within the purchased Premium Service plan.

§ 10. Complaints Regarding Service Operation

1. The Service Provider takes actions aimed at ensuring proper operation of the Service and undertakes to remedy reported irregularities within 30 working days of being informed of their occurrence.
2. Users should immediately report any irregularities in the operation of the Service or problems with Account access.
3. Reports should be directed to: a) e-mail: mbednarczyk@persate.com, b) in writing to the address: ul. Warszawska 62 lok. 4, 96-500 Sochaczew.
4. A report should contain the first and last name or company name, e-mail address, description of the problem, and date of its occurrence.

§ 11. Service Provider's Liability

1. The Service Provider is not liable, in particular for: a) interruptions in access to the Service caused by force majeure, failure of telecommunications infrastructure beyond the control of the Service Provider, or necessary maintenance work, b) consequences of using the Service contrary to the Terms of Service or applicable law, c) loss of data caused by actions of the User or third parties, d) content, legality, completeness or currency of the User's data stored in external cloud data services, e) content, legality, completeness or currency of data uploaded by the User directly to the Service, f) actions or omissions of external cloud data service operators, g) inaccuracies or errors in responses generated by the AI Assistant, resulting from the limitations of AI technology, h) oversights or delays in delivering notifications within the Legislative Monitoring Service, i) irregularities or errors in content originating from external data sources.
2. The Service Provider is liable towards Consumers in accordance with the rules arising from mandatory applicable law.
3. In relations with Users who are not Consumers, the total liability of the Service Provider for improper performance of the Premium Service is limited to the amount of remuneration paid by the User for one month of use of the given service.

§ 12. Service Provider's Intellectual Property

1. All elements of the Service, in particular: a) name and logo, b) descriptions, informational and marketing materials, c) user interface, graphic elements, d) software and source code, are subject to protection under copyright law, industrial property law, and unfair competition law.
2. Any use of these elements without the explicit consent of the Service Provider, beyond the use permitted by law, is prohibited.
3. The User Account Service Agreement does not result in the transfer of economic copyright to the Service's elements to the User.

§ 13. Personal Data Processing

Information about the processing of personal data by the Service Provider, including the data controller, legal bases, purposes, retention periods, data recipients and the rights of data subjects, can be found in the Privacy Policy.

§ 14. Amendments to the Terms of Service

1. The Service Provider may amend the Terms of Service in the event of: a) changes to the Service Provider's data or contact details, b) changes to the scope or manner of service provision, c) technical changes in the Service, d) changes in applicable law.
2. Users are informed of changes through publication of a new version in the Service and by e-mail to the address associated with the Account, with at least 7 days' notice.

3. A User who does not accept the changes is obligated to terminate the User Account Service Agreement within 7 days of receiving the notification. Failure to terminate shall constitute acceptance of the amendments.
4. Agreements concluded before the entry into force of the new Terms shall be governed by the Terms in force at the time of conclusion, unless the User consents to the application of the new version.

§ 15. Final Provisions

1. Polish law governs the Terms of Service and agreements concluded with Users.
2. Disputes between the Service Provider and a User who is not a Consumer shall be submitted to the court competent for the registered office of the Service Provider. Where the User is also a Consumer, all disputes shall be resolved by the common courts competent in accordance with the provisions of the Code of Civil Procedure.
3. Matters not regulated by the Terms of Service shall be governed by the provisions of the Civil Code, the Act on Electronic Services, and other mandatory applicable provisions of Polish law.
4. The current version of the Terms of Service is effective from 25 March 2026.

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