

GENERAL CONDITIONS OF THE LICENSE AGREEMENT FOR USE FINFINDER'S FINANCIAL ADVISERS

Valid from January 1, 2019.

This document regulates the detailed rules and scope of FINFINDER software license.

I. [DEFINITIONS]

OWUL - General Conditions of License Agreements for the lease and use of FINFINDER software;

SYSTEM - software for managing customer service (entrepreneurs) in the search process and obtain financing made available via the www.finfinder.pl;

Licensor - FINFINDER SA registered office in Sanok 38-500, 4 Wilcza Street.

License Agreement - agreement authorizing the Licensee to use the SYSTEM in accordance with the intended use;

Licensee - entity, the License Agreement party who is entitled to use the SYSTEM on the basis in accordance with the intended use;

License fee – salary paid to the Licensor by the Licensee.

II. [SCOPE OF THE LICENSE AGREEMENT]

The License Agreement entitles to use, individually, in accordance with the intended and functional scope of the SYSTEM, in the scope of:

- data processing in the form of permanent or temporary reproduction in whole or in the part,
- the Licensee's processing in the SYSTEM of personal data provided that the License Agreement between the Licensor and the Licensee is entrusted with the processing of personal data,
- managing printouts and other material or computer results of the SYSTEM's operation, as well as sharing these results in a place and in a manner chosen by the Licensee.

III. [TERMS AND CONDITIONS OF SYSTEM TRANSFER]

1. Access to the SYSTEM for the Licensee should take place immediately after the creation of the User Account in the SYSTEM (for a free trial period) or the payment on the Lender's account for the use of the SYSTEM in accordance with the applicable price list.
2. The number of licenses and the number of System Users shall be specified in the order placed and paid by the Licensee.
3. A User entered by the Licensee may use the SYSTEM's services using any computer, in any way connected to the Internet. The Licensor is not responsible for the speed of the SYSTEM's operation, related to the quality of telecommunications links used by the Licensee and Users.
4. Each User chooses an individual login and password. The password must contain at least 8 characters, including at least one capital letter, one lower case letter, and at least one number.
5. The Licensor shall not be liable in the event that the password is disclosed to a third person by the Users. The Licensor is not responsible in a situation in which the User forgets the password or blocks it, as a result he will lose access to the SYSTEM and his data and will not be able to use the SYSTEM until he will be reactivated.

IV. [REMUNERATION AND PAYMENT TERMS]

In order to conclude the License Agreement, the Licensee agrees to pay License Fees in advance in accordance with the applicable price list depending from the license period and the number of users.

V. [RIGHTS TO THE PROGRAM]

1. The licensors are entitled to proprietary property rights to the SYSTEM.
2. Subject to the remaining provisions, the SYSTEM and information on prices and terms set out in the CONTRACT constitute a trade secret and are protected by relevant regulations.
3. The Licensee undertakes to maintain all rights resulting from the License Agreement in a state free from any encumbrances. Any action to establish a charge in this respect will be considered a gross violation of the essential provisions of the License Agreement.
4. The licensee will treat the SYSTEM and all related information as protected and proprietary and will protect it by exercising due care. In the period related to the CONTRACT, subject to the rights granted in the CONTRACT, the Licensee will not:
 - provide the SYSTEM or any information related to it to any person or entity other than the employees or representatives of the Licensee (Users). Employees or representatives of the Licensee may use the SYSTEM only in the interest of the Licensee.
 - reproduce or attempt to reproduce the SYSTEM, or allow other people to attempt to reproduce source programs or parts thereof from the output program or other information (regardless of their form: written, oral, material or non-material), shared under the License Agreement.
5. The Licensee shall promptly inform the Licensor about any other than under the License Agreement, the use or disclosure of any part of the SYSTEM by any person or entity and cooperate in this respect with the Licensor or persons by the Licensor designated.

VI. [ASSURANCE AND GUARANTEE]

1. The Licensor does not guarantee that the SYSTEM will meet the requirements and expectations of the Licensee, in particular that the Loan Search will provide full and true data or that the SYSTEM will be compatible with other programs used by the Licensee.
2. All information and data on the basis of which the SYSTEM Search tool is based have been developed on the basis of information obtained and held by the Licensor in the form of credit procedures and standard bank offers. Due to the fact that the credit procedures and standard offers of banks are subject to constant changes, the Licensor can't ensure that the data contained in the System Browser is correct.
3. The licensee is obliged to submit any comments regarding the functionality of the SYSTEM, in particular to report cases of incorrect operation of the SYSTEM, which will enable its further development.
4. Such notification should be forwarded to the Licensor with a detailed description of these comments.
5. After receiving the notification, the Licensor, taking into account economic and technical conditions, will endeavor to prepare an appropriate SYSTEM update.

6. The Licensor does not guarantee that the SYSTEM will operate without any errors or interruptions, as well as that the Licensor will correct any errors in the SYSTEM. The above guarantees are exclusive and no other warranties, express or implied, including warranties of fitness for a particular purpose exist. In particular, the provisions of the Civil Code governing liability under the warranty are excluded from the License Agreements.

VII. [TECHNICAL ASSISTANT]

1. As regards the SYSTEM technical support service, taking into account economic and technical conditions, the Licensor is obliged to:

- a) provide new versions of the SYSTEM including updates and extensions resulting from the development of the SYSTEM,
- b) for advice and consultation by telephone or e-mail.

2. Consultations regarding the operation of the SYSTEM will in particular concern consultancy regarding the contents of the SYSTEM, its Modules, hardware requirements and safeguards. The Licensor will also provide the Licensee with a detailed User Manual.

VIII. [DURATION OF THE LICENSE AGREEMENT]

1. The License Agreement is concluded for the period for which it was paid in advance.
2. After 60 days from the expiration of the License Agreement, the Licensor has the right to delete the Licensee's data entered into the SYSTEM after prior notification of the planned deletion with 7 days in advance.

IX. [RESPONSIBILITY]

1. Use of the SYSTEM and any documentation related to or created in connection with the use of the SYSTEM, other than as specified in OWUL or in the License Agreement is illegal.
2. The Licensor shall not be liable for damages arising in connection with the use of the SYSTEM.
3. The licensee is obliged to ensure the use of the SYSTEM only by authorized Users.
4. The licensee may not grant further sub-licenses.
5. The Licensee shall be liable for any access to the SYSTEM in any manner whatsoever to the fault of any third party.
6. The License Agreement Party may release itself from liability for non-performance or improper performance of obligations if it was a consequence of force majeure, provided that the other party is immediately notified of the occurrence of force majeure.
7. By force majeure is meant any extraordinary events of an external nature, impossible to foresee and prevent.

X. [CONFIDENTIALITY]

1. The Parties to the License Agreement undertake to protect confidential information about the other party, in particular information constituting a trade secret obtained within the framework of the Agreement, during its term as well as after its termination or expiration.

2. The company's secret is understood as information that is not publicly disclosed technical, technological, organizational information, information about IT infrastructure or other information having an economic value, which the entrepreneur has taken necessary actions to preserve their confidentiality, and which disclosure by the Party of the Agreement or its employees to third parties may expose the other Party to a detriment.
3. The licensee undertakes, in particular, to keep confidential:
 - a) all documents and information disclosed by the Licensor,
 - b) all documents, notes, databases and other data prepared by the Licensor for the proper implementation of the License Agreement,
 - c) all provisions of the License Agreement,
 - d) all information other than publicly available, regarding the Licensor, their clients and contractors, including in particular the facts of staying in commercial relations, applied prices, technologies, strategies, methods and plans, regardless of the manner of obtaining this information.
4. None of the information indicated above shall be used by the Licensee for any other purpose than in connection with the performance of the License Agreement.
5. The Licensee may not, without the written consent of the Licensor, transfer or otherwise disclose to third parties any documents or information related to the License Agreement, unless it is necessary for its proper performance.
6. The Licensee agrees that the Licensor discloses in its information, advertising and promotional materials information about the agreement between him and the Licensee and the use of any company logo in any material, preserving its form, shape and color, in accordance with the model provided by the Licensee.

XI. [NOTIFICATIONS, ADDRESSES]

Subject to other provisions of the GT & C or License Agreement, all notices, letters and letters as well as all other correspondence, including commercial information, will be sent by e-mail.

XII. [SALVATORY CLAUSE]

If any provision of these GCIs becomes void, unlawful or unenforceable, such partial nullity, unlawfulness or unenforceability of the order shall not affect the validity of the remaining provisions of the GIT.

XIII. [FINAL PROVISIONS]

1. The licensee is obliged to immediately report any changes regarding the company, registered office and address.
2. OWUL shall apply to the extent of the unregulated content of the License Agreement. In the event of a conflict between the contents of OWUL and the License Agreement based on them, the provisions of the License Agreement shall apply.

XIV. [JURISDICTION / APPLICABLE LAW]

1. The court competent for the registered office of the Licensor is established as the court's local jurisdiction.
2. To the extent not covered by the provisions of these Terms and Conditions and the License Agreement, the provisions of the Civil Code and the Law on Copyright and Related Rights apply.