

Terms of Use

Terms of use of the application

Section I. General provisions

1. These Terms of use are a contractual template and define the principles and technical conditions, as well as the method of performance by the Service Provider for the Service User of the Agreement concluded electronically in the scope referred to in Section II and the rules of using the application.
2. The Terms of use are made available to the Service User free of charge via <https://atlaspickuppoints.com/legal/terms>, which ensures that the Service User reads them before ordering the Service.
3. The Terms of use are made available in a form that allows them to be downloaded, recorded, saved and printed.
4. The condition for using the Services provided by the Service User is to get acquainted these Regulations and accept their provisions.

Definitions

The terms used in the Terms of use mean:

1. Service Provider – Patryk Jakubik, running a business under the name Patryk Jakubik with its registered office in Zielonka, at Wyszyńskiego 7H/4, 05-220 Zielonka, Poland, NIP: 867-224-50-25, email: support@talecommerce.com entered into Polish entrepreneurs registry (CEIDG),
2. Service User – means of age natural person, a legal person or an organizational unit without legal personality who reads or uses the content or Services made available by the Service Provider under these Terms of use and under the terms specified by law,
3. User – means a natural person, a legal person or an organizational unit without legal personality to which the Service User provides services via Shopify,
4. Services – sale of goods or provision of services provided as part of the business conducted by the Service User without the simultaneous presence of the Parties (remotely) to the User via Shopify,
5. Application – the Service Provider's system created to improve the functionality of the online store run by the Service User, made available in the Shopify App Store, in accordance with Shopify's regulations, with the main purpose of which is:
 - increasing the functionality of the online store run by the Service User by offering additional options related to sales of goods and receiving of the Service.
6. Agreement – a contractual relationship between the Service User and the Service Provider, concluded when the Application is launched, regarding the Service User's use of the Service Provider's Application, which performs specific functions,
7. License – a limited, non-exclusive and revocable right to use the Application by the Service User in terms of access to it. The license is valid until the Agreement is terminated,
8. Terms of use – this document, specifying, among others, terms and conditions for the provision of Services provided by the Service Provider electronically,
9. Privacy Policy – defines the method of data processing, and is an element of the Terms of use and is located under the Terms of use,

10. Copyright Law – Act of February 4, 1994 on copyright and related rights (consolidated text, Polish Journal of Laws of 2022, item 2509),
11. GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive n94/46/EC (Journal of Laws EU Office L 119 of 04/05/2016, p. 1),
12. Personal data – in accordance with the GDPR, means information about an identified or identifiable natural person (data subject). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, the economic, cultural or social identity of the natural person,
13. Processing – in accordance with GDPR means an operation or set of operations performed on personal data or sets of personal data in an automated or non-automated manner, such as collecting, recording, organizing, structuring, storing, adapting or modifying, downloading, viewing, using, disclosing through transmitting, disseminating or otherwise making available, aligning or combining, restricting, deleting or destroying,
14. Administrator – Service User,
15. Force majeure – means total or partial damage to the Internet, power grid failure, act of war or terrorism or other similar event beyond the Service Provider's control; The Parties also consider Force Majeure to be a lack of Internet connection beyond the Service Provider's control or partial or total damage to the operation of computer equipment/ servers used by the Service Provider, including a failure of the service provided by Shopify, beyond the Service Provider's control,
16. Shopify – means Shopify Inc. with its registered office at 151 O'Connor Street, Ground floor, Ottawa, ON K2P 2L8, Canada and its affiliates,
17. Shopify App Store – means the Shopify app store, regardless of the actual name of the store.

Section II. Types and scope of services provided based on the Terms of use

1. The subject of the Agreement is to add functionality to the Service User's website, which functionality is provided by the Application.
2. Under the Agreement, the Service Provider:
 1. provides technical support for the operation of the Application;
 2. provides updates to the Application.
3. If the Service User needs technical support referred to in point. 2a above, he is obliged to grant access to the store for the Service Provider by accepting the consent request sent to him. Otherwise, the Service Provider will not be able to provide technical support.
4. The Application may be used only on the terms and within the scope specified in the Terms of use and in accordance with applicable law.
5. Using the Application constitutes acceptance of the terms of the Terms of use.
6. The Service Provider and the Service User undertake to refrain from any actions that may hinder or destabilize the functioning of the Application. However, certain work in the execution of the Agreement or as part of technical support may result in the temporary unavailability of the Application.

Section III. Terms of execution of the Agreement

1. Technical requirements for the implementation of the Agreement are as follows:
 1. Connection to the Internet,
 2. Google Chrome web browser, the latest version currently available,
 3. Screen resolution – min. 1920x1080,
 4. Javascript and Cookies support enabled,
 5. Active Shopify store.
2. If the Service User uses equipment or software that does not meet the technical requirements specified in point 1, the Service Provider does not guarantee the correct performance of the Agreement and reserves that it may have a negative impact on the quality and ability to provide the Services and the operation of the Application.
3. When using the Application resources, it is prohibited to use viruses, bots, worms or other computer codes, scripts or programs that may in any way threaten the Application resources or technical infrastructure or otherwise enable unauthorized use or access to them.
4. The Service Provider informs and the Service User acknowledges that using the Internet may involve a risk of damage that the Service User may suffer as a result of threats occurring on the Internet, in particular hacking into the Service User IT system, taking over passwords by third parties, infecting the Service User IT system with viruses. The Service Provider is not liable for the damages referred to in this paragraph.

Section IV. Remuneration for using the Application and concluding and terminating the Agreement

1. The Service Provider grants the license to the Application to the Service User as for the remuneration received from Shopify, and all settlements for the granting of the license to the Application are made between the Service Provider and Shopify. The fee for granting of the license to the Application is paid via the payment gateway dedicated by Shopify in advance, within the deadlines specified in the information provided after installing the Application. Payments will automatically renew at the end of the subscription period selected after installing the Application.
2. Shopify will invoice each payment once it has been paid.
3. If the fee is not paid, access to the Application may be suspended until the fee is paid.
4. Any changes to the fee will be made after prior notification. If you continue to use the Application, the Service User accepts the change in the fee. If the fee change is not accepted, the Service User has the right to reject the fee change by resigning from further subscription to the Application
5. Installing or using the Application and related services binds the Application Service User to the Terms of use, Privacy Policy and Shopify's regulations.
6. The Service user may uninstall the Application at any time.
7. The contract is concluded for an indefinite period. Either party may terminate the Agreement via e-mail. The Service User may terminate the Agreement by uninstalling the Application or cancelling the subscription. Termination of the Agreement is effective when you cancel your subscription. The Service Provider may terminate the Agreement with immediate effect in the event of violation of the Terms of use or failure to pay the fee on time.
8. The Service User acknowledges that if the fee is not paid, the Application will be unavailable.

Section V. Complaints

1. Any possible complaints may be submitted by the Service User via the e-mail address support@talecommerce.com.

2. A complaint should include a detailed description of the event justifying the complaint, the name and surname and e-mail address of the Service User, as well as the address of the Shopify store.
3. The Service Provider will consider the complaint within 14 days from the date of receipt of the complaint.
4. The response to the complaint is sent to the e-mail address or postal address provided in the complaint.
5. Complaints without providing the data referred to in point 2, will not be subject to consideration.

Section VI. Processing and protection of personal data, Privacy Policy

1. The Privacy Policy constitutes Annex No. 1 to these Terms of use and regulates the principles of personal data processing, including storing and accessing them.
2. Annex No. 1 constitutes an integral part of the Terms of use.

Section VII. Principles of liability and protection of intellectual property rights

1. The Application constitutes a work within the meaning of Copyright Law and is made available to the Service User under the terms specified in the Terms of use. The content of the Application is protected by copyright. Unauthorized use of any materials posted in the application may constitute a violation of the above mentioned regulations.
2. The Service Provider declares that it has proprietary and personal copyrights to the code that it integrates in the Service User Shopify and the Application, including the appearance, text, graphic design, and therefore may own the code and grant non-exclusive and non-transferable Licenses to use code.
3. The Application is made available to the Service User during the term of the Agreement, after installation of the Application.
4. The Service User declares that he will not infringe the copyright to the Application.
5. The Service Provider reserves, and the Service User agrees to, the unavailability of the Application for the time necessary to: a) introduce changes to it, b) maintenance and tests performed by the Service Provider, c) occurrence of Force Majeure.
6. Subject to Art. 75 section 2 and section 3 of the Copyright Law, the Service User has in particular no right to:
 - decompile or disassemble all or any part of the source code,
 - perform translation, adaptation, layout change or any other changes to the code,
 - remove errors or other defects or faults in the code,
 - distribute, including lending or renting, the code or its copies,
 - distribute, including making the code content available to third parties.
7. The Service User may use the Application only to the extent that his rights are specified in the Terms of use. No other rights to use or rights to benefits other than those specified in the Terms of use may be presumed.
8. For the duration of the Agreement, the Service User is granted a License.

Section VIII. Final provisions

1. The Service Provider is not responsible for any consequences of incorrect performance of services by the Service User with the User.
2. If any part of the Terms of use turns out to be invalid or ineffective under the provisions of applicable law, this part

- should be interpreted in such a way that it is consistent with applicable law and reflects, as closely as possible, the intentions of a given provision. The remaining portions of the Terms of use remain in full force and effect.
3. If any of the provisions of these Terms of use are changed or invalidated by a decision of a competent authority or court, the remaining provisions remain in force and are binding on the Service Provider and the Service User.
 4. The Service Provider may introduce changes to all or part of the provisions of these Terms of use.
 5. Any changes or modifications are effective when they are posted in <https://atlaspickuppoints.com/legal/terms>.
 6. In the event of a change to the Terms of use, the Service Provider will notify the Service User at least 15 days before the modification of the Terms of use enters into force via e-mail to the Service User's address. The new content of the Regulations will be effective from the month following the date of notification about the changes to the Terms of use, no earlier than 15 days after informing the Service User about the changes.
 7. Any disputes arising from the implementation of the Regulations will be resolved by a common court competent for the registered office of the Service Provider.
 8. The Terms of use have been prepared in English. The Terms of use are subject to the law applicable in the territory of the Republic of Poland.
 9. The current wording of these Terms of use is valid from 11 October 2023.

Application privacy policy (Annex No. 1)

§ 1 General provisions

1. The Privacy policy defines the rules for the processing and protection of personal data of natural persons using the Application (hereinafter referred to as "Users") made available by the Administrator to the Processor.
2. "Application" is a program created to improve the functionality of online stores,
3. The Application's privacy policy is for information purposes only.
4. The administrator of personal data, within the meaning of the GDPR, is the owner of the online store who installed this application, hereinafter referred to as the "Administrator".
5. The personal data processor is the creator of the Application, Patryk Jakubik, running a business under the name Patryk Jakubik with its registered office in Zielonka, at Wyszyńskiego 7H/4, 05-220 Zielonka, NIP: 867-224-50-25, e-mail: support@talecommerce.com, entered into Polish entrepreneurs registry (CEIDG), hereinafter referred to as the "Processor";
6. User's personal data provided by the Administrator to the Processor are processed in accordance with the GDPR and the Act of July 18, 2002 on the provision of electronic services (consolidated text: Polish Journal of Laws of 2022, item 344).
7. The Administrator provides the Processor with data for processing (hereinafter referred to as "Data"), in relation to which it acts as the personal data administrator, and the Processor undertakes to process it within the limits specified in the Agreement and generally applicable legal provisions.
8. The Data is processed for the purpose of implementing the Agreement concluded between the User and the Administrator and to the extent necessary for its proper performance.
9. The Processor makes every effort to protect the interests of persons to whom the collected data relates, and in particular ensures that the data is processed in accordance with the law, including in accordance with the GDPR and the Act on the provision of electronic services. Personal data is collected by the Processor for defined, lawful purposes and is not subject to further processing incompatible with these purposes. The purposes of personal data processing

are indicated in the contract concluded between the Administrator and the User, the subject of which is the sale of goods by the Administrator to the User via the Application. The Processor declares that the data collected by it are stored in a form enabling the identification of data subjects for no longer than is necessary to achieve a given processing purpose.

10. The purpose of the Privacy Policy is to define the actions taken by the Processor regarding personal data collected via the Application.
11. The Administrator who uses the Services made available within the Application confirms that he or she has read the provisions of the Privacy Policy and the Terms of use, and also consents to the use of User's personal data in accordance with the Terms of use and the Privacy Policy.
12. All data collected by the Processor is protected using reasonable technical and organizational measures and security procedures to protect them against access by unauthorized persons or their unauthorized use.
13. The Processor has exclusive access to the data under the terms specified in the Terms of use and the Privacy Policy. Access to the User's personal data may also be entrusted to other entities, i.e. subprocessors. Access to the User's personal data is granted to entities to the extent necessary and only to those that will ensure the proper provision of services.

§ 2 Collection, acquisition, scope and purpose of collecting personal data

1. The Processor obtains information about Users by providing data by the Administrator via the Application.
2. The Processor informs that in connection with the functionality of the Application, the User is obliged to provide certain data, such as: country, postal code, voivodeship/district/municipality/city of residence, name and surname, customer name, address, telephone number, e-mail address.
3. Providing the data specified during the registration process is necessary to set up and use the functionalities of the Application.
4. The Processor may store information, e.g. personal data necessary to enable contact with the User, sending messages or related to changing the place of receipt of the goods.
5. The Processor processes Users' personal data necessary for the proper implementation of the application's functionality and is entitled to use the data collected and stored within the Application for the following purposes:
 1. providing of Services via the Application,
 2. ensuring full service for the User, solving technical problems and providing appropriate functions,
 3. for statistical purposes, to the extent that it does not process User's data;
6. The Processor is authorized to store the data collected in the Application only to achieve the above-mentioned purposes.
7. The Processor is authorized to automatically obtain and record data transmitted to the server by web browsers or Users devices, e.g. IP address, software and hardware parameters, pages viewed, mobile device identification number and other data regarding devices and the use of systems. The above information will be collected when you use the Application.
8. The Processor collects, processes and stores the following data of the Users:
 1. e-mail address (e-mail address),
 2. name and surname,
 3. company name (in the case of Users who are not consumers),
 4. place of residence/place of delivery (street, building number, apartment number, postal code, country, voivodeship,

- district, commune, city, geographical coordinates),
5. telephone number,
 6. information about the products ordered by the User,
 7. information about the value of the ordered products, including any discounts granted.
9. The Processor declares that providing data by the User, in the above-mentioned scope, is voluntary and necessary for the use of the Application and the Service.

§ 3 Administrator Support

1. Taking into account the nature of processing, the Processor will provide support to the Administrator (hereinafter referred to as "Support"), i.e.:
 - as far as possible, help the Administrator, through appropriate technical and organizational measures, to fulfil the obligation to respond to the requests of the data subject (User) in the exercise of his or her rights specified in Chapter III of the GDPR - if in a given case they are incumbent on the Administrator ;
 - will help the Administrator to fulfil the Administrator's obligations specified in art. 32 – 36 GDPR – taking into account the information available to him.
2. The Processor is obliged to provide the Administrator with all information necessary to demonstrate the obligations specified in art. 28 GDPR and enable the Administrator or an auditor authorized by the Administrator to conduct audits, including inspections ("Audit") and contribute to them.
3. If the instructions issued by the Administrator, in the opinion of the Processor, constitute a violation of the provisions of the GDPR or other provisions of EU law or Polish law - the Processor will immediately inform the Administrator about this.
4. The Processor may refuse to provide the Administrator with information covered by legally protected secrets, including the business secrets of the Processor or third parties, as well as information constituting personal data other than Data, if this information can be replaced by other information (including statements of the Administrator), and in the case of when this is not possible - this information will be made available to the Administrator (or persons designated by him) only at the Processor's headquarters, after the Administrator and all persons used by the Administrator have concluded an agreement presented by the Processor obliging them to properly protect this information.
5. Conducting an Audit is possible after the Administrator informs the Processor in writing about the intention to conduct it at least twenty-one days in advance, along with an indication of the list of persons involved in conducting the Audit on the Administrator's side. The notification should also specify the duration of the Audit and its scope.
6. If the Audit is not directly related to the activities of authorized public administration bodies addressed to the Administrator in connection with data processing or a confirmed and documented violation of Data processing by the Processor - the total duration of Audits conducted by the Administrator may not exceed three days in a calendar year.
7. The Audit may be carried out only after the Administrator and all persons used by the Administrator have concluded an agreement presented by the Processor obliging them to properly protect all information obtained in connection with the Audit. Audits are carried out at the Administrator's expense. The costs of providing Support and supervision over the Processor by the Administrator are borne solely by the Administrator. The costs of Support or supervision include in particular the costs incurred by the Processor in connection with carrying out controls, Audits, or preparing documents, providing information or assistance to the Administrator. If the costs referred to in this section were incurred by the Processor, the Administrator will immediately return them to the Processor.
8. The Processor cooperates with the authorities competent for personal data protection in the scope of the tasks they perform.

9. Unless the law or this Agreement provides for a different deadline, all information provided by the Processor to the Administrator, as well as the activities performed by him, will be performed immediately, no later than within 30 days of receiving the appropriate request.
10. The provisions of this paragraph in relation to the Administrator's actions towards Subprocessors shall apply accordingly.

§ 4 Sub-entrustment of Data

1. The Processor may use the services of other processing entities (hereinafter referred to as "Subprocessors") only with the prior detailed consent or general written consent of the Administrator.
2. The Administrator consents to the Processor using the Subprocessors indicated in Annex 1 to this Privacy Policy. Changing the annex does not constitute a change to the Privacy Policy and the provisions of section 3-4 of this paragraph shall apply accordingly. Detailed data of the entities listed in Annex 1 may be made available to the Administrator upon his express request, provided that the Processor may refuse to provide personal data of natural persons if it would violate their rights or freedoms.
3. Entrusting the processing of Data to sub-processors not indicated in Annex 1 requires prior notification of this fact to the Administrator - in order to enable him to object, made no later than five days before the start of the sub-entrustment. The notification may be made in particular in electronic form.
4. If the Administrator does not object, it is assumed that he has consented to the use of the Subprocessor. In the event of an objection, the Processor may not entrust the data to the Sub-Processor to which the objection relates.
5. The Processor will impose on each of the Sub-Processors, in particular through a contract, the same Data protection obligations as those resulting from the regulations, in particular the obligation to implement sufficient guarantees of implementing appropriate technical and organizational measures to ensure that the processing meets the requirements of the GDPR.

§ 5 Rights and obligations

1. The Processor has the right, as well as the statutory obligation, to provide selected or all information regarding the Users to public authorities or third parties who submit such a request for information under applicable law.
2. The Processor does not entrust data processing and does not share the collected personal data of the Users with unrelated entities without the consent of the interested parties, unless the following circumstances occur:
 - The processor retains the right to share data with public authorities in conducting proceedings regarding possible violations of the law or in combating illegal activities.
3. The Administrator has the right to access User's personal data collected by the Processor at any time. This right includes the possibility of verifying, modifying, rectifying, supplementing, deleting, limiting data processing, objecting to the processing, transferring data, ceasing the processing of the User's personal data, as well as the right to withdraw consent to the processing of data for a specific purpose, if the User has previously given such consent, and the right to lodge a complaint with the supervisory authority. These rights are granted without giving a reason.
4. By accepting the declarations proposed by the Administrator contained in the form available on the Administrator's website or the Administrator's application, the User consents to the processing of personal data for the purposes of providing services via the Application.
5. Users who have registered in the Administrator's system (in the store run by him) have the right to view, edit and delete the data they provided. The User ensures that the data provided or published in the system is correct.
6. In order to exercise their rights, the User may at any time send an appropriate declaration of will to the address of the

Processor's registered office or via e-mail.

7. Removing personal data or ceasing their processing by the Administrator may result in the inability to provide services provided via the application or limiting the ability to use the application's functionalities.

§ 6 Deletion of Data

1. The Processor deletes all Data entrusted to it by the Administrator immediately, but no later than 30 days from:
 1. deletion of the Application by the Administrator,
 2. when the service covered by the scope of the Application to which the Users' data relates is no longer required,
 3. receiving a request to delete Data from the Administrator or the User.

§ 7 Changes to the Privacy Policy

1. In the event of a change to the Privacy Policy, the Processor will notify the User at least 15 days before the modification enters into force via e-mail to the Users address. The new content of the Privacy Policy will be effective from the month following the date of informing the User about the changes to the Privacy Policy, no earlier than 15 days after informing the Beneficiary about the changes.
2. If you have additional questions regarding the Application's Privacy Policy, please contact us at the e-mail address provided by the Processor.

Annex No. 1 – List of Subprocessors

The following entities are authorized subprocessors to whom the Processor may entrust the processing of personal data:

Subprocessor	Service provided	Corporate headquarters	Data region	Data that may be processed
Shopify Inc.	E-commerce platform	Canada	Global	All application data
Heroku (Salesforce, Inc.)	Cloud infrastructure	United States	Europe	All application data
Snowflake, Inc.	Data storage	United States	Europe	All application data
Amazon Web Services EMEA SARL	Cloud infrastructure	Luxembourg	Europe	All application data
Google Cloud Poland Sp. z o.o.	Maps and location services	Poland	Europe	Location queries, geographic coordinates
Sentry	Error tracking	United States	Europe	Error logs, user identifiers, IP addresses
Better Stack, Inc.	Monitoring and logging	United States	Europe	Log data, IP addresses, application metrics
Intercom, Inc.	Customer support	United States	United States	Merchant contact information, support communications
LogRocket, Inc.	Analytics	United States	United States	Merchant usage behavior
Mantle RevOps, Inc.	Analytics	Canada	United States	Merchant usage data, store identifiers