



TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES

Airtilion Sp. z o.o. (hereinafter “Contractor” / “Airtilion”)

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§1. General Provisions

1. This Terms and Conditions set out the rules for using electronic services provided by Airtilion, including: the creation of websites, e-commerce stores, mobile applications, provision of maintenance/subscription services and programming work billed on an hourly basis.
2. Services are provided on the territory of the Republic of Poland and — unless the parties agree otherwise — in other countries.
3. These Terms apply to relationships with consumers (B2C) and businesses (B2B) to the extent provided by applicable law. Consumer rights shall be governed by consumer protection legislation (including the right of withdrawal).

§2. Definitions

- **Client** — a natural person, legal person or other entity entering into an agreement with the Contractor.
- **Consumer** — a Client who is a natural person performing a legal act not directly related to their business activity.
- **Service** — programming services, maintenance/subscription, integration, implementation, design and similar services provided electronically or under contract.
- **Site** — the Airtilion website (airtilion.com) and communication channels by e-mail/telephone.



§3. Types of Services and Terms of Provision

1. Airtilion provides services in the following models: one-off project execution (e.g. website creation), subscription/maintenance (updates, upkeep), and hourly billing (support, development work).
2. The detailed scope of work, deadlines and prices are specified in the offer/order/individual contract sent to the Client by e-mail. The offer sent to the Client includes the scope of work, schedule and payment terms.
3. The contract is concluded at the moment of:
 - a) acceptance of the offer by the Client (in writing / by e-mail) and simultaneous confirmation by the Contractor, or
 - b) in another form specified in the individual offer (e.g. signing a paper contract).
4. The Contractor reserves the right to outsource parts of the work to subcontractors (e.g. hosting, graphic design, integrations with external services) while retaining responsibility for performance of the service.

§4. Technical Requirements

1. To use the services, the Client needs a device with Internet access and an e-mail address. Technical requirements (e.g. FTP access, hosting account) will be specified in the order specification.
2. The Client is obliged to provide materials necessary for the execution of the service (content, graphics, domain access, login credentials) within the deadlines agreed in the offer if the contract requires them. Delays attributable to the Client may extend the delivery time and incur additional charges.

§5. Prices and Payment Terms

1. Service prices are determined individually in the offer. Standard settlement methods: VAT invoice (B2B/B2C), advance payments, periodic payments for subscriptions.
2. Payment term: as specified in the offer/contract (e.g. 14 days from the invoice date) — unless the parties agree otherwise. In case of delay, the Contractor may charge statutory late payment interest.



3. For subscription agreements: recurring payments (monthly/annual) commence on the date specified in the contract; subscription termination terms are set out in a separate subscription regulation/contract.

§6. Service Execution and Deadlines

1. Deadlines for completion are provided in the offer / contract. Deadlines do not include time spent waiting for materials from the Client.
2. If the service includes deployment to a server/hosting, the Contractor will inform the Client about the actions required on the Client's side.
3. For subscription agreements, the Contractor provides services according to the scope set out in the subscription offer.

§7. Changes to the Order and Additional Work

1. Any change to the scope of the service must be confirmed in writing (e-mail) and may result in a change to price/timeframes.
2. Work not included in the agreed scope will be treated as additional work and billed separately.

§8. Complaints and Warranty

1. The Client has the right to report a defect in the service (complaint) by e-mail to contact@airtilion.com, indicating a description of the fault and evidence.
2. Complaints are processed within 14 calendar days from the date of receipt of the complaint (this term may be extended if the specific nature of the case requires additional time) — the final remedy may include correction, supplementation or a partial refund of the fee according to the parties' arrangements.
3. When services are provided to consumers, statutory rules on warranty and guarantees apply if agreed by the parties; as a standard practice the Contractor grants one year for remedying defects discovered after completion of the service.



§9. Right of Withdrawal from the Contract (Consumers)

1. A consumer has the right to withdraw from a distance contract within 14 days without giving any reason — in accordance with the Consumer Rights Act. The withdrawal period starts from the date the contract is concluded. Exceptions to the right of withdrawal (e.g. services fully performed with the consumer's consent before the expiry of the period) shall apply in accordance with statutory provisions.
2. If the consumer-Client wishes the service to commence before the expiry of the 14-day period and has expressly agreed to the commencement of the service and to the loss of the right of withdrawal in the event of full performance of the service, the Contractor may commence performance earlier after obtaining the Client's explicit statement (a model statement may be attached to the contract).

§10. Liability

1. The Contractor is liable for performing the service in accordance with the contract and generally accepted technical standards.
2. The Contractor is not liable for: data loss or damages resulting from external actions (e.g. incorrect data provided by the Client, actions of hosting operators, failures of external integrations), insofar as they do not result from the Contractor's fault.
3. The Contractor limits liability for damages to the amount of remuneration received from the given Client for the service, subject to mandatory statutory provisions (e.g. liability for intentional wrongdoing).

§11. Copyright and Intellectual Property

1. Materials provided by the Client remain the Client's property. The Client represents that it holds the rights to materials (texts, graphics) submitted to the Contractor and that they do not infringe third-party rights.
2. Deliverables (code, design, documentation) — unless otherwise agreed in the contract — shall be transferred to the Client upon full payment of the remuneration (transfer of economic copyrights) to the extent specified in the contract. The Contractor retains the right to use general technical solutions and know-how.
3. For open source software used, appropriate licenses apply — the Contractor shall inform the Client of components and licenses used in the project.



§12. Confidentiality

1. The parties undertake to maintain confidentiality of business information and personal data obtained in connection with the performance of the contract.
2. The confidentiality obligation applies for the duration of the contract and for 2 years after its termination (or another period specified in the contract).

§13. Processing of Personal Data

1. The Contractor processes Clients' personal data in accordance with the Privacy Policy available at: <https://airtilion.com/polityka-prywatnosci>. Detailed information on purposes, legal bases, retention periods and data subject rights can be found in that Policy.
2. In the event of entrusting processing (e.g. hosting, accounting, providers of analytical tools) data processing agreements will be applied.

§14. Cookies and External Tools

1. The Site uses cookies in accordance with the applicable cookie policy and the user's settings. Information about cookies is available in the Privacy Policy / Cookie Policy.

§15. Force Majeure

1. The parties shall not be liable for failure to perform or improper performance of obligations caused by force majeure (e.g. natural disasters, failures of telecommunications operators, legal acts preventing performance). The party affected by force majeure shall promptly notify the other party of the circumstance.



§16. Changes to the Terms

1. The Contractor reserves the right to amend these Terms. Amendments shall take effect upon publication on the website and after the expiry of the notice period specified in the announcement (at least 7 days), unless the change directly concerns already concluded contracts — in which case entering into force requires the Client's consent.

§17. Final Provisions

1. Matters not regulated by these Terms shall be governed by the laws of the Republic of Poland (including the Act on the Provision of Electronic Services, consumer protection law, RODO) and applicable international agreements.
2. Disputes shall be resolved amicably; if no agreement is reached, disputes shall be resolved by the court competent for Airtilion's registered office, unless the parties agree otherwise (e.g. a court competent for the consumer).