COMPANYNOW.AI TERMS OF SERVICE

Version 3.2 — consolidated text · Services for businesses only (B2B)

Operator: COMPANY NOW PROSTA SPÓŁKA AKCYJNA
KRS: 0001278243 · NIP: 5253115084 · REGON: 546180396
Address: ul. Chmielna 2 lok. 31, 00-020 Warszawa, Poland · e-mail: support@companynow.ai
Effective date: 16 November 2026

CHAPTER I. GENERAL PROVISIONS

§1. General provisions

1. These Terms of Service set out the rules for using the website available at companynow.ai (the "Website"), the rules for the provision of services by electronic means and of analytical, advisory and training services, as well as the rights and obligations of Users, Clients, Partners and the Operator.
2. The Operator of the Website is COMPANY NOW PROSTA SPÓŁKA AKCYJNA with its registered office in Warsaw, ul. Chmielna 2 lok. 31, 00-020 Warszawa, entered in the register of entrepreneurs of the National Court Register under KRS number 0001278243, NIP 5253115084, REGON 546180396 (the "Operator").
3. The Operator provides the Services on its own or with the participation of Related Entities and subcontractors; however, the Operator remains the party to the contract with the Client, unless expressly stated otherwise in the order or in a separate agreement.
4. The Website and the Services are intended exclusively for businesses and other professional entities. The Operator does not provide Services to consumers (§5).
5. Before placing an order, the Client accepts these Terms of Service together with the Annexes by checking the acceptance box in the payment form, in the order form or in the Client's account. Next to that box, the Operator provides a link to the Terms of Service in Polish and in the language of the market to which the order relates, in a form that allows them to be downloaded, saved and printed. An order cannot be placed without accepting the Terms of Service. Acceptance of the Terms of Service does not include the representation referred to in the third sentence of §5(2) or the request and consent referred to in §38(3); the Client makes them separately. If the contract is concluded in another manner (in particular by signing a separate agreement), the Terms of Service are binding on the Client if they were made available to the Client before the contract was concluded.
6. These Terms of Service constitute terms and conditions for the provision of services by electronic means within the meaning of Article 8 of the Act of 18 July 2002 on Providing Services by Electronic Means (ustawa o świadczeniu usług drogą elektroniczną) and a standard form contract within the meaning of Article 384 of the Civil Code (Kodeks cywilny).

7. The Operator may be contacted electronically at support@companynow.ai (the "Operator's e-mail address") and in writing at the Operator's registered office address. The same address is also used for matters concerning personal data.

8. After the contracts have been transferred in accordance with §43(2), the Operator within the meaning of these Terms of Service and the Annexes is the entity to which the contracts have been transferred. The Operator publishes that entity's registration details on the Website.

§2. Definitions

1. **Operator** — COMPANY NOW PROSTA SPÓŁKA AKCYJNA, referred to in §1(2).

2. **Related Entities** — entities linked to the Operator by capital, personal or organizational ties, in particular entities forming part of the AIQ.Group, including AIQ.LAW Limited (Ireland) and AIQ.LAW España S.A. (Spain), as well as other entities to which the Operator entrusts the performance of part of the Services.

3. **Website** — the companynow.ai website together with associated subdomains, forms, accounts, APIs and tools made available by the Operator.

4. **Services** — the services provided by the Operator described in §3, in particular Reports, Add-ons, Competitor Comparison, Repeat Survey, Monitoring, Advisory Services, the Academy and services provided under the Partner Program.

5. **Report** — a survey of the presence of a company, its products or its image as an employer in the responses of AI Systems, together with the output documents; the types of Reports are listed in §3(2).

6. **Level** — the scope of a Report: Basic, Full or Premium. The Level determines the number of AI Systems and models, the number of questions and the number of attempts; the survey method is the same at every Level.

7. **Add-on** — an extension of the scope of a Report by a unit specified on the Website (in particular an AI provider, a group of questions, attempts, a competitor, a category, a location, a market, a candidate profile or a product), at the price stated on the Website for that unit.

8. **Question Set** — the questions which the Operator puts to AI Systems as part of a Report, tailored to the Client's profile; at the Full and Premium Levels approved by the Operator's analyst and, at the Premium Level, additionally by the Client.

9. **Repeat Survey** — a one-off repeat measurement using the same Question Set, in the same AI Systems and with the same settings as an earlier Report, with a comparison of results and a new action plan.

10. **Monitoring** — a contract covering four measurements over a period of 12 months (quarterly) using the same Question Set as an earlier Report, together with the possibility of an out-of-cycle measurement on the terms of §12(4).

11. **Advisory Services** — the report review session, the implementation workshop and ongoing support, described in §16.

12. **Academy** — training services: open webinars, online courses and closed training sessions, described in §22.

13. **Partner Program** — cooperation with agencies, media houses, funds and other entities ordering Services for their clients or portfolio companies, on the basis of a partnership agreement (§20–§21).
14. **Partner** — a Client that has entered into a partnership agreement with the Operator.
15. **White label** — a version of the output documents of a Report prepared under the Partner's brand (§21).
16. **Client** — an entrepreneur within the meaning of Article 43¹ of the Civil Code, a legal person or an organizational unit without legal personality, conducting business, professional or statutory activity, which has entered into a contract with the Operator for the provision of Services directly related to that activity.
17. **Entrepreneur with consumer rights** — a natural person entering into a contract with the Operator directly related to their business activity, where the content of that contract shows that it is not of a professional nature for that person, as follows in particular from the subject of the business activity performed by that person, made available on the basis of the regulations on the Central Register and Information on Economic Activity (Centralna Ewidencja i Informacja o Działalności Gospodarczej, CEIDG) (Article 7aa of the Consumer Rights Act (ustawa o prawach konsumenta), Article 385⁵ of the Civil Code).
18. **User** — any person using the Website on behalf of a Client or a prospective Client.
19. **Input Data** — any data, information, content, materials, domains, product lists, candidate profiles, indications of competitors, logos, fonts, access credentials and other resources provided by the Client to the Operator for the purpose of performing the Services.
20. **Results** — Reports, "Results at a glance" summaries, action plans, response archives, training materials and other materials produced by the Operator in the course of performing the Services for the Client.
21. **AVS Score** — the AI Visibility Score (AVS), an indicator of visibility in AI on a scale of 0–100, calculated according to the method described on the Website on the Methodology page.
22. **AI Systems** — artificial intelligence systems within the meaning of Regulation (EU) 2024/1689 of the European Parliament and of the Council (AI Act), including large language models (LLMs), general-purpose AI models and generated-answer features in search engines (in particular Google AI Overviews and AI Mode), supplied by third parties, as well as the Operator's own tools using such models.
23. **CompanyNow Methodology** — the Operator's proprietary research and analytical methodology, comprising in particular the AVS Score and its components, score bands, taxonomies, classifications, Report structures, question sets and templates, measurement procedures, tone assessment criteria and assessment models.
24. **Third-Party Services** — services, systems, APIs, AI models, search engines, payment operators and other tools supplied by third parties which the Operator uses in providing the Services or which are integrated with the Website.
25. **Business Days** — Monday to Friday, excluding statutory public holidays in Poland.
26. **Force Majeure** — an event referred to in §35.
27. **GDPR (RODO)** — Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

28. **AI Act** — Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence.

29. **Competitor Comparison** — a Service consisting in surveying the companies indicated by the Client using the same method as for the Client, described in §15.

30. **Privacy Policy** — the document "CompanyNow.ai Privacy Policy" made available on the Website, containing the information required by Articles 13 and 14 GDPR, a list of sub-processors and information on cookies.

31. **Data Processing Agreement** — the agreement on the processing of personal data on behalf of the controller constituting Annex No. 2 to these Terms of Service (§23(2)).

32. **Company Data** — information about entrepreneurs and other entities and about their brands, products, services, locations, business categories, markets, image as an employer, competitors and track record (in particular completed projects, references, specializations, certifications and offering), including their name, registration details, domain, presence and manner of description in the responses of AI Systems, the sources on which AI Systems rely, and measurement results and indicators, regardless of whether they originate from Proprietary Surveys, from publicly available sources, in particular companies' websites, from Input Data, from the performance of Services or from Profile Content.

33. **Client Confidential Information** — the following information concerning the Client, unless it has become publicly available without a breach of the contract: (a) the fact that the Client has ordered a Service or is or was a Client or an end client of a Partner; (b) Input Data that are not publicly available, in particular the Question Set prepared for the Client, product lists prior to product launch, the competitors indicated and candidate profiles; (c) the Results as a whole, including the action plan and recommendations prepared for the Client; (d) a Competitor Comparison ordered by the Client and its results; (e) the AVS Score and other measurement results originating from a survey ordered by the Client, unless the Client has published them; (f) the commercial terms of cooperation; (g) other information marked by the Client as confidential.

34. **Proprietary Surveys** — surveys of AI Systems and publicly available sources conducted by the Operator on its own initiative, independently of Clients' orders, using the same method for each surveyed company, in particular for the purposes of rankings, industry summaries and the Operator Database.

35. **Operator Database** — databases maintained by or on behalf of the Operator containing Company Data, measurement results, archives of AI System responses and Profile Content, including the database of company profiles.

36. **Profile Content** — information, descriptions, documents, designations, photographs, track-record data and other materials entered by the Client or a User into a company profile on the Website or provided to the Operator for presentation in the profile.

37. **Operator Products** — the Services and the present and future products and services of the Operator and Related Entities, including company profiles, rankings, summaries, APIs, subscriptions and services matching companies to the needs of recipients, in particular requests for proposals and orders.

§3. Scope of Services

1. The Operator surveys whether and how AI Systems mention, recommend and describe companies, their products and their image as an employer in responses to questions from customers, candidates and other persons, identifies the reasons for the result and prepares an action plan. The Operator also provides Advisory Services, training services and services under the Partner Program.

2. The Operator offers the following Reports:

   a) AI Brand Visibility Report — at the Basic, Full and Premium Levels;

   b) AI Product Visibility Report — at the Premium Level only;

   c) AI Reputation Report — on a stand-alone basis or as an Add-on to the AI Brand Visibility Report at the Premium Level, including in crisis mode;

   d) AI Employer Brand Visibility Report — on a stand-alone basis or as an Add-on to the AI Brand Visibility Report at the Premium Level.

3. In addition to Reports, the Client may order Add-ons, Competitor Comparison (§15), Repeat Survey and Monitoring (§12) and Advisory Services (§16), to the extent that the Website provides for them for the given Report and Level.

4. The current scope of each Service (in particular the AI Systems and models, the number of questions and attempts, and the content of the output documents), its price, delivery time and ordering method are described on the Website on the page of the given Service and in the price list. The description on the Website on the date the order is placed forms part of the contract. An individual offer or order confirmation may define the scope differently; in that case it shall prevail.

5. The Services concern the Polish, French and Spanish markets. The Client selects the market when placing the order. The Operator puts questions in the language and with the settings of the selected market, and prepares the output documents in the language selected when placing the order from among the languages available on the Website for the given Service, unless the Service description or an Add-on (in particular the "single market" Add-on) provides otherwise.

6. The Operator may develop, modify and withdraw individual functionalities of the Website and Services, while respecting the acquired rights of Clients under ongoing contracts.

7. The Website indicates the markets on which surveys are already being carried out. The Operator accepts an order concerning a market on which surveys have not yet started and starts the survey once that market is launched; the Website informs the Client of this before payment and in the Client's account (§9). Until the survey starts, but for no longer than 6 months from the conclusion of the contract, either party may withdraw from the contract with respect to that order by sending a notice by e-mail: the Client to the Operator's e-mail address, and the Operator to the Client's e-mail address provided with the order. If the survey does not start within that period, the contract expires with respect to that order, unless, before the period expires, the Client agrees in documentary form to its extension. In each of these cases, the Operator refunds the entire price paid, without deductions, within 14 days of receiving or sending the notice or of the expiry of the contract, using the same means of payment as the Client used, and issues a corrective invoice if it has issued an invoice; the Client has no other claims on account of the survey not having started.

§4. Nature of the Services

1. The Results are analytical and advisory in nature. They do not constitute a legal, tax or investment opinion, an audit within the meaning of accounting regulations, a certification or any form of guarantee.
2. The Operator does not guarantee that the Client will achieve any particular business results, including any particular position, frequency of mention, tone of statements or recommendation in the responses of AI Systems, traffic to the Client's website or sales.
3. The Results reflect the state of the AI Systems and available data sources at the time the survey is performed and may change independently of the Operator. The measurement is sample-based. The Report states the scope of the survey and, from the Full Level upwards, also the variability of responses; in a Repeat Survey and in Monitoring, changes in the result falling within the limits of variability are described as no change.
4. The AI Reputation Report shows what AI Systems say and which sources they cite. It does not determine whether statements about the Client are true.
5. The AI Employer Brand Visibility Report may contain information on remuneration, benefits and working conditions provided by AI Systems, which often originates from the models' memory and may be out of date. The Operator does not verify its accuracy beyond a comparison with the Client's careers page.
6. A competitor's result in the Competitor Comparison concerns solely its visibility for questions about the Client's offering, and not its overall visibility in AI Systems.
7. The Client makes business decisions based on the Results independently and at its own risk. Detailed disclaimers are set out in Annex No. 1.

§5. Clients of the Website — businesses only

1. The Services are provided exclusively to businesses and other professional entities (legal persons, organizational units, institutions) in direct connection with their business, professional or statutory activity. The Operator does not enter into contracts with consumers and does not direct the Services to consumers.
2. The Services serve the Client's business, professional or statutory activity: they concern the market visibility of its business, brands, products or image as an employer. By placing an order, the person acting on behalf of the Client represents that: (a) the Client is a business or another professional entity; (b) the contract is entered into in direct connection with the Client's business, professional or statutory activity; (c) that person is authorized to act on behalf of the Client. A Client who is a natural person conducting business activity may, but is not required to, state when placing the order whether the contract is of a professional nature for that Client; the Operator does not make the conclusion of the contract conditional upon such a statement. The provisions of these Terms of Service concerning Entrepreneurs with consumer rights apply to that category, in particular §32(8), §38(2)–(4), §42(5) and §43(2).
3. The Operator may make the conclusion or performance of the contract conditional upon the provision of a NIP number (or its foreign equivalent) and the Client's registration details, and upon positive verification of business status, including on the basis of data from CEIDG, KRS or foreign registers.
4. If, notwithstanding the representations referred to in paragraph 2, an order has been placed by a person who is not a business, the Operator may refuse to enter into the contract or withdraw from it within 14 days of becoming aware of that circumstance, with a refund of payments made for unperformed services.
5. The person who placed the order on behalf of the Client is liable to the Operator for damage caused by a false representation that the Client is a business or another professional entity or that the person is authorized to act on its behalf. This provision does not apply to the statement as to the professional or non-professional nature of the contract referred to in the third sentence of paragraph 2.

§6. Technical requirements and rules for using the Website

1. Use of the Website requires: a device with Internet access, an up-to-date web browser supporting JavaScript, and an active e-mail account; to use the account and the payment form, the browser must also accept the cookies necessary for their operation, as described in the Privacy Policy.
2. Users are prohibited from supplying unlawful content, taking actions that disrupt the operation of the Website, attempting unauthorized access, automated data extraction (scraping) without the Operator's consent, and using the Website in a manner contrary to the law, good practice or these Terms of Service.
3. The Operator endeavors to ensure that the Website operates continuously, but reserves the possibility of technical and maintenance interruptions and failures, of which it will, where possible, give advance notice.

4. The use of services provided by electronic means involves risks typical of the Internet, in particular malware, attempts to obtain login credentials by deception (phishing), account takeover where login credentials have been disclosed, interception of transmissions over unsecured networks, and unsolicited messages (spam). The Operator applies transmission encryption and the security measures described in the Privacy Policy. Users should use up-to-date software, protect their login credentials, enable two-step verification where available, and not use login links from messages whose sender they have not verified. The Operator does not ask for passwords by e-mail.

5. Information on cookies and other data stored on the User's device, including their function and purpose, is contained in the Privacy Policy.

6. The Operator's point of contact for the authorities of the Member States, the European Commission and the European Board for Digital Services, as well as for recipients of the service, to the extent that the Operator is subject to Regulation (EU) 2022/2065 of the European Parliament and of the Council (Digital Services Act), is the e-mail address support@companynow.ai; communication may take place in Polish or English. Unlawful content stored on the Website may be reported to that address; the Operator handles the notice promptly and informs the person submitting it of its decision.

CHAPTER II. ORDERS AND CONCLUSION OF CONTRACT

§7. Ordering methods

1. Services may be ordered in one of the following ways, as indicated on the Website for the given Service:
   a) **card payment via a payment link** — the Client selects a Service and a market on the Website, provides invoicing details in the payment form, including the tax identification number (NIP or its foreign equivalent), accepts the Terms of Service and pays for the order with the payment operator; after the purchase, the Client provides the domain address and the survey coverage (local or nationwide) in its account on the Website (§9), and the survey starts once these have been provided;
   b) **order form with a pro forma invoice** — the Client completes a form on the Website and the Operator sends a pro forma invoice; the order is deemed placed at the moment the form is submitted;
   c) **form and call** — the Client completes a form or schedules a call; the Operator sets out the scope, Add-ons, price and delivery time in an order confirmation or in an individual offer;
   d) **partnership agreement** — orders by a Partner placed on the terms of §20.

2. Before placing an order, the Client may take advantage of a free call with a representative of the Operator, at a time available on the Website.

3. An order on behalf of the Client may be placed only by a person authorized to represent the Client. The person placing the order represents that they hold such authority and shall be liable for acting without authority or in excess of it.

4. The Client may order a Report concerning only its own company, its brands, products or image as an employer, unless it orders the Report as a Partner for its client or portfolio company on the terms of §20, or as a fund surveying a company prior to an investment. Indicating competitors in a Competitor Comparison does not require their consent (§15). The Operator may verify the Client's connection with the surveyed company, in particular by comparing the domain of the Client's e-mail address with the domain of the surveyed company or by requesting a statement from a person authorized to represent that company, and may suspend performance until that connection has been demonstrated. The Operator performs an AI Reputation Report and an AI Employer Brand Visibility Report concerning a company other than the Client only for a Partner or a fund, in the cases referred to in the first sentence.

§8. Conclusion of the contract

1. The contract for the provision of Services is concluded:
   a) for card payment — at the moment the payment is successfully made;
   b) for the form with a pro forma invoice — at the moment the Operator sends the order confirmation or the pro forma invoice; performance begins once the payment has been credited, unless the parties have agreed a different payment date;
   c) for the form and call — at the moment the Client accepts the order confirmation or the individual offer, in particular by paying for it;
   d) in any event — at the moment a separate agreement is signed, if the parties enter into one.
2. The Operator may refuse to accept an order or withdraw from its performance in the event of reasonable doubts as to: the Client's status as a business or another professional entity, the lawfulness of the purpose or manner of use of the Services, the identity or authority of the person placing the order, the compliance of the order with sanctions regulations, the security of performing the Service, or the possibility of performing it within the described scope (in particular where the Client has no website or the order concerns a market that is not listed in §3(5)), or in the event of the Client's payment arrears. In the event of refusal or withdrawal after payment has been made, the Operator shall refund it in full within 14 days, using the same means of payment as the Client used.
3. The content of the contract being concluded is recorded, secured and made available by sending the Client a confirmation to the e-mail address provided and by making these Terms of Service available on the Website in PDF format.

§9. User account

1. If the Website provides an account (in particular a Partner account or access to Results), its use requires registration. For card payments (§7(1)(a)), the Operator creates the Client's account once the payment has been credited, using the e-mail address provided in the payment form, and sends a login link to that address; creating the account in this way constitutes registration. The account agreement is concluded for an indefinite period upon registration and is free of charge, unless otherwise stated in the description of the given functionality or in the partnership agreement.

2. The User is obliged to provide true data, keep it up to date and keep login credentials confidential. The Client is responsible for actions taken using its Users' accounts, unless such actions occurred for reasons attributable to the Operator.

3. The Operator may block or delete an account in the event of a breach of these Terms of Service or the law, or a reasonable suspicion of abuse, after first calling for the breach to cease, unless the nature of the breach justifies immediate blocking.

4. The User may terminate the account agreement at any time by deleting the account or submitting a request to the Operator; this does not affect ongoing paid contracts.

5. A Client or Partner who grants another person access to the account (in particular a team member, a guest or an end client of the Partner) ensures that such person uses the Website solely on its behalf and for its benefit, keeps the Results and login credentials confidential and complies with §6(2), §27(2) and §30; the Client or Partner is liable for that person's acts as for its own (§33(2)). That person's permissions expire when the Client or Partner revokes the access.

§10. Client's obligations and liability for Input Data

1. The Client undertakes to provide the Operator with true, complete and up-to-date information necessary to perform the Services and to cooperate with the Operator to the extent necessary for their performance, in particular:

   a) at the Premium Level — to approve the Question Set and the selected Add-ons;

   b) in the AI Product Visibility Report — to approve the list of products and their designations (trade names, codes, distinguishing parameters);

   c) in the AI Employer Brand Visibility Report — to indicate candidate profiles (position and location);

   d) in the Competitor Comparison — to indicate competitors and their domains.

2. The Client represents and warrants that: (a) it holds the rights to the domains, content, trademarks, logos, fonts, databases and other materials provided as Input Data, or holds the required consents and licenses; (b) the Input Data do not infringe the rights of third parties, including intellectual property rights, personal rights, trade secrets or data protection regulations; (c) the provision of the Input Data to the Operator and their processing in accordance with these Terms of Service is lawful.

3. The Client shall not provide as Input Data: unlawful content, special categories of personal data (Article 9 GDPR), data relating to criminal convictions (Article 10 GDPR), classified information, data covered by legally protected secrets of third parties, or data which it is not entitled to provide — unless the parties expressly agree otherwise in writing together with an appropriate legal basis.

4. The Operator is under no obligation to verify the truthfulness, lawfulness or quality of the Input Data and shall not be liable for the consequences of their untruthfulness, incompleteness or unlawfulness, including the impact of such data on the content of the Results.

5. If third-party claims relating to the Input Data or a breach of the Client's representations are brought against the Operator or Related Entities, the Client shall indemnify the Operator and the Related Entities, join the proceedings at the Operator's request and cover the reasonable costs of defense and any amounts awarded.

6. A delay by the Client in providing Input Data, approving the Question Set or the product list, or in other cooperation, extends the delivery times of the Services accordingly and does not constitute a delay on the part of the Operator. If the delay exceeds 60 days, the Operator may call on the Client to cooperate, setting an additional deadline of not less than 14 days, and, upon its ineffective expiry, perform the Service on the basis of the available data or terminate the contract with settlement of the services performed.

CHAPTER III. PRICES, PAYMENTS, REPEAT SURVEY AND MONITORING

§11. Prices and payments

1. Prices of the Services are presented on the Website, in the order confirmation or in the individual offer as net amounts: in Polish zloty (PLN) for the Polish market and in euro (EUR) for the French and Spanish markets. Prices are increased by VAT, where due, in accordance with the regulations in force on the date the tax obligation arises (domestic rate on the date of adoption of this version of the Terms of Service: 23%); the VAT treatment of services for businesses from other countries follows from those regulations. The amount payable in the payment form includes the VAT due.

2. The price of a Service with a variable scope (in particular the Premium Level, the AI Product Visibility Report, Add-ons and crisis mode) is the sum of the base price and the prices of the selected Add-ons according to the price list on the Website; the final amount is stated in the order confirmation or the individual offer.

3. The price of a Repeat Survey and of a Monitoring measurement for Services with a variable scope is set as a percentage of the price of the first survey in the given configuration, as indicated on the Website.

4. Payments are made via the payment operator Stripe or other operators indicated on the Website, by bank transfer on the basis of a pro forma invoice, or in another agreed manner. The Operator does not store payment card data — such data are processed by the payment operator.

5. For each order, the Operator issues an invoice in accordance with the regulations on value added tax, including — where required — in the National e-Invoicing System (Krajowy System e-Faktur, KSeF). The Operator delivers the invoice or its visualization to the e-mail address provided with the order or makes it available in the Client's account. A document issued by the payment operator that does not meet the requirements for an invoice constitutes confirmation of payment. A Partner receives a consolidated monthly invoice for orders not paid from the pool, if the partnership agreement so provides.

6. Changes to the price list do not apply to orders placed before the change or to ongoing Monitoring and ongoing support contracts for the period for which the remuneration has been set.

7. Discount codes (in particular codes for Academy participants) are valid on the terms stated when they are issued, cannot be combined with other discounts unless indicated otherwise, and cannot be exchanged for cash.

8. In the case of Services ordered via the form and call and of individual services, the Operator may make the start of performance conditional upon payment of all or part of the remuneration in advance.

§12. Repeat Survey and Monitoring

1. A Repeat Survey and Monitoring require an earlier Report performed by the Operator for the same Client. They cover the same Question Set, the same AI Systems and settings, a comparison with the previous measurement, an assessment of each task from the previous action plan (worked, no improvement, not done) and a new action plan.

2. A Repeat Survey is a one-off measurement performed no earlier than 90 days after the previous measurement. The contract expires upon delivery of the Result.

3. Monitoring is concluded for 12 months and comprises four measurements, performed quarterly from the date the contract is concluded or from the date indicated in the order, and a trend chart. The remuneration for Monitoring is payable in advance for the entire period, unless the Website or the order confirmation provides for payment per measurement.

4. If, during the Monitoring period, the provider of an AI System covered by the survey changes the model made available by default, the Operator may perform an additional out-of-cycle measurement at no additional charge. The decision on an additional measurement rests with the Operator.

5. Monitoring does not renew automatically. Before the end of the period, the Operator may propose an extension to the Client; an extension requires a new order.

6. If, in the course of a Repeat Survey or Monitoring, the provider withdraws an AI System or model covered by the survey, the Operator replaces it with an equivalent from the same provider and describes the change in the Result; this does not constitute non-performance of the contract.

7. The Client may terminate Monitoring with effect from the end of the current quarter. In that case, the Operator shall refund the remuneration for measurements that have not yet begun, in the amount of the measurement price indicated on the Website.

8. Monthly measurement is available only under the Partner Program, on the terms of the partnership agreement. A Report from such a measurement contains a disclaimer regarding the variability of responses over short intervals.

§13. Consequences of non-payment

1. The Operator may suspend the start of performance of a Service or the release of Results until the remuneration due has been paid.

2. In the event of delay by the Client, the Operator may charge statutory interest for delay in commercial transactions and compensation for debt recovery costs in accordance with the applicable regulations.

3. Failure to pay despite a demand and the setting of an additional deadline of not less than 7 days entitles the Operator to suspend the provision of continuing Services (Monitoring, ongoing support, Partner Program) and subsequently to terminate them with immediate effect.
4. Suspension of the provision of Services due to non-payment does not release the Client from the obligation to pay for the period up to the date of suspension.
5. If the Client disputes with the card issuer or the payment operator a payment for a Service that has been performed or is being performed, without first submitting a complaint under §37, the Operator may suspend the provision of Services and access to the Results in the account until the dispute is resolved, and the amount of the reversed payment, together with the fees charged by the payment operator, becomes a receivable of the Operator due and payable, unless the payment dispute proves to have been justified.

CHAPTER IV. PERFORMANCE OF SERVICES AND USE OF AI SYSTEMS

§14. Performance of Reports

1. The Operator performs the Services in accordance with their description on the Website and the order confirmation, exercising the due diligence appropriate for a professional.
2. The delivery time of each Service is stated on the Website for the given Service or in the order confirmation. If the Website indicates that the delivery time is set when the order is placed, the time stated in the order confirmation or in the individual offer is binding. Delivery times are counted in Business Days from the date on which the following conditions have all been met: conclusion of the contract, payment (if required in advance) and provision of complete Input Data and the approvals referred to in §10(1), and, in the case referred to in §3(7), no earlier than from the date on which the given market is launched.
3. Delivery times are indicative unless the parties have expressly agreed a binding deadline. If the Operator fails to deliver the Result within the time stated on the Website or in the order confirmation, extended by 10 Business Days, the Client may withdraw from the contract in respect of the unperformed part and receive a refund of the remuneration paid for that part.
4. The Operator may use its own tools, AI Systems, Third-Party Services, Related Entities and subcontractors. The Operator is liable for the acts and omissions of subcontractors as for its own, subject to the provisions of these Terms of Service concerning Third-Party Services.
5. The AI Systems and models covered by a given Level are specified in the description on the Website. The names of specific models (in particular the fast, default and most powerful model of a given provider at the Premium Level) are determined by the Operator at the time of the survey and stated in the Result. If a provider withdraws or changes a model before the survey, the Operator uses its current equivalent.
6. Results are delivered in electronic form (in particular PDF, a spreadsheet with the response archive or access on the Website), unless agreed otherwise. Delivery of a Result constitutes performance of the Service to the relevant extent.

7. The Client shall raise objections to delivered Results within 14 days of delivery; after that period the Results are deemed accepted, which does not limit rights under the complaints procedure (§37).

8. Reports at the Basic Level are generated automatically using the Operator's tools; the Operator's analyst checks them on a spot-check basis. At the Full and Premium Levels, the analyst approves the Question Set and the finished Report (§18).

§15. Competitor Comparison

1. A Competitor Comparison consists in surveying the companies indicated by the Client using the same method and the same questions about the Client's offering and presenting their results alongside the Client's result. The price is charged separately for each competitor, within the number of competitors provided for the given Level.

2. A competitor survey is based solely on publicly available responses of AI Systems and the competitor's publicly available websites. The Operator does not contact competitors in connection with that survey and does not inform them of it.

3. The results of a Competitor Comparison belong to the ordering Client and are not provided to other clients of the Operator or to third parties, including the surveyed competitors (§29(6) and (7)). This does not exclude Proprietary Surveys concerning the same companies or the use of data on the terms of §28(5) and §29.

4. The Client shall use the results of the Competitor Comparison in compliance with the regulations on combating unfair competition and on comparative advertising, and with respect for the personal rights of competitors; publication of a competitor's results requires the Operator's prior written consent.

§16. Advisory Services

1. The report review session is an online meeting with the Operator's analyst lasting up to 60 minutes and, for the AI Product Visibility Report, up to 90 minutes. The report review session is included in the price of the Premium Level (60 minutes) and of the AI Product Visibility Report (90 minutes); in other cases it is charged according to the price list.

2. The implementation workshop is a meeting with the Client's team lasting up to 4 hours, including preparation, held online or on site, if so agreed. The outcome of the workshop is a list of tasks with an owner, deadline and sequence. The Operator may charge travel costs for an on-site workshop outside the Tricity (Gdańsk, Gdynia, Sopot) subject to prior agreement with the Client.

3. Ongoing support comprises a pool of 5 hours of analyst work per month for the Client's questions and the review of implemented changes. The ongoing support contract is concluded for an indefinite period, with a monthly billing period and a one-month notice period effective at the end of a calendar month, unless the parties have agreed otherwise. Unused hours do not carry over to the following month.

4. The parties agree the date of a meeting electronically. Rescheduling is possible by agreement if the Client requests it no later than 1 Business Day before the meeting. The Client's absence from an agreed meeting without such a request means that the Service has been performed.

5. Advisory Services consist in supporting the Client with the knowledge and work of an analyst. Implementation of the tasks in the action plan is the Client's responsibility, unless the parties have agreed otherwise in a separate agreement. The Operator does not guarantee the effects of implementation (§4(2)).

§17. Use of AI Systems and compliance with the AI Act

1. The Operator hereby informs the Client that AI Systems supplied by third parties are used in providing the Services. As standard, the Operator surveys ChatGPT, Gemini, Claude, Google AI Overviews and AI Mode, in the number and configuration provided for the given Level; other AI Systems (in particular Grok, Perplexity, Mistral and DeepSeek) are surveyed by the Operator only as an Add-on. The Operator also uses AI Systems in its own analytical tools, in particular to classify responses and prepare a draft of the Results.
2. The Operator puts questions to AI Systems via their application programming interfaces (APIs) or in an equivalent manner, with the settings described in the Result. Responses obtained in this way may differ from the responses seen by a user of the given AI System's application, in particular due to personalization, conversation history, location and application version.
3. The Operator's Services consist in surveying and analyzing the responses of AI Systems and preparing analytical and advisory materials concerning companies. They do not constitute high-risk AI systems within the meaning of the AI Act and are not used for decisions based solely on automated processing which produce legal effects concerning natural persons or similarly significantly affect them (Article 22 GDPR), or for the recruitment, selection or evaluation of job candidates and employees. The AI Employer Brand Visibility Report concerns the Client's image as an employer; the Client does not use it for decisions concerning specific individuals.
4. Results produced with the involvement of AI Systems are subject to human oversight on the terms described in §18. The Client acknowledges that AI Systems may generate untrue, incomplete or out-of-date content and that the Results should be treated as analytical material requiring the Client's own assessment. Each AI System response quoted in a Report is recorded in the response archive with the model name, date and evidence number.
5. The Operator has no influence over the architecture, training data, parameters, content policy or changes introduced by AI System providers and is not liable for the consequences of such changes, including changes to AI System responses concerning the Client occurring after the survey date.
6. The Client undertakes not to use the Services for purposes contrary to the AI Act, including practices prohibited under Article 5 of the AI Act, or to mislead recipients as to the involvement of AI in creating content where an obligation of disclosure arises from the law.
7. If the Client uses the Results to train, fine-tune or feed its own AI systems, it does so at its own responsibility and after obtaining the Operator's consent to the extent required by §28.

8. The Results may contain content generated or processed with the involvement of AI Systems, checked by an analyst to the extent specified in §18. A Client that publishes the Results or excerpts from them assesses on its own whether it is subject to obligations to disclose the involvement of AI arising from Article 50 of the AI Act or other regulations, and fulfills them.

§18. Analyst review

1. The Operator subjects the results of automated analysis to analyst review to the extent provided for the given Service: at the Basic Level on a spot-check basis; at the Full and Premium Levels and in the AI Reputation Report, the AI Employer Brand Visibility Report and the AI Product Visibility Report — by approving the Question Set and the finished Report. In the AI Reputation Report, the analyst additionally checks a sample of tone assessments.
2. Analyst review improves the quality of interpretation of the results; however, it does not guarantee that they are infallible or complete and does not change the analytical and advisory nature of the Results.

§19. AI Disclaimer

1. The AI Disclaimer constituting Annex No. 1, which applies to all Services, forms an integral part of these Terms of Service. Acceptance of these Terms of Service includes acceptance of Annex No. 1.
2. AI Systems are dynamic and non-deterministic systems. Their responses may differ between queries, attempts, model versions, languages, locations and configurations, and may change over time without the Operator's involvement — even when identical queries are used.
3. The Operator is not liable for: changes in the operation of AI Systems, search engines and algorithms; changes to data sources used by model providers; product, pricing and terms-of-service decisions of AI System providers; the availability, interruptions and limits of third-party APIs.
4. Measurement of visibility in AI Systems is sample-based and methodological. Results obtained using a different methodology, at a different time, in a different configuration or on a different sample may differ, and this does not constitute a defect in the Results.
5. In the event of any discrepancy between the content of these Terms of Service and Annex No. 1, the content of these Terms of Service shall prevail; however, both documents shall be interpreted together as a coherent whole.

CHAPTER V. PARTNER PROGRAM AND ACADEMY

§20. Partner Program

1. The Partner Program is aimed at agencies, media houses, venture capital funds and other entities ordering Services for their clients or portfolio companies. Participation in the Partner Program requires the conclusion of a partnership agreement in documentary form, which specifies in particular the amount of the annual pool, the discount on the price list, the scope of services included in the pool, and the method of ordering and settlement.

2. The annual pool is a prepaid net amount allocated by the Partner to Services over a period of 12 months; each order reduces the pool balance by the price after the discount corresponding to the pool threshold indicated on the Website or in the partnership agreement. The rules for settling any unused part of the pool, including its carry-over to the following period, are set out in the partnership agreement.

3. The Partner orders Services via the form, the Partner account or in another manner indicated in the partnership agreement. For each order, the Partner indicates the end client and its domain. The Partner represents that it is entitled to commission a survey concerning the end client and to provide that client's Input Data, as well as to grant the Operator, on its own behalf and on behalf of the end client, the license and consent referred to in §29 with respect to the end client's Input Data, Company Data and Profile Content. Before placing an order, the Partner informs the end client of the content of §29, of the transfer of the end client's data to the Operator and of the Privacy Policy.

4. Only the Partner is a party to the contract with the Operator. The Partner is responsible toward its clients for the sale, transfer and use of the Results and for the compliance of its materials with these Terms of Service. Without the Partner's consent, the Operator does not use information obtained from the Partner to contact the Partner's end clients. This does not restrict the Operator's contacts with companies conducted independently of the Partner, in particular in connection with Proprietary Surveys, rankings, company profiles and the Operator's generally available offering.

5. The provisions of these Terms of Service apply to the Partner unless the partnership agreement provides otherwise. In the event of any discrepancy, the partnership agreement shall prevail.

6. The Operator provides Services via an API for wholesale distributors (in particular hosting providers, operators of services for small businesses and banks) only on the basis of a separate agreement.

§21. White label

1. At the Partner's request, the Operator prepares a White label version of the output documents (the Report, the "Results at a glance" summary, the action plan and the response archive). In the White label version, the cover, colors, fonts, footer, product name and contact details change; the CompanyNow Methodology, the figures and the content of the Report remain unchanged.

2. The Partner provides the logo, color palette, fonts together with a license permitting their use in documents, and the product name. The Partner represents that it holds the rights to these materials (§10(2)).

3. The Partner chooses one of two forms of designation: the Partner's full brand or the Partner's brand with the tagline "Survey conducted using the CompanyNow method". The Partner may not alter the content, figures or conclusions of the Report or attribute the CompanyNow Methodology to itself.
4. Preparation of the White label version includes a sample report and two rounds of revisions; it takes 5–10 Business Days from receipt of complete materials. The fee for preparing the White label version is set out in the price list or the partnership agreement.
5. Before the first survey for a Partner's client, the parties shall enter into a non-disclosure agreement (NDA).
6. With respect to Results prepared in the White label version, the Partner receives the license specified in §28(6).
7. Together with the Results, the Partner provides the end client with disclaimers equivalent to §4 and Annex No. 1 and does not give the end client any assurances regarding the Results or the effects of their implementation that go beyond these Terms of Service. The Partner shall ensure in its agreement with the end client that the end client will not pursue claims against the Operator related to the Results to a greater extent than the Partner may pursue them under §32, and that the Operator holds the license and consent referred to in §29. The Partner shall indemnify the Operator against claims of end clients related to the Results to the extent exceeding the Operator's liability toward the Partner under §32; §10(5) applies accordingly. In the version bearing the Partner's full brand, the Partner does not present the CompanyNow Methodology as its own and, at the request of a data subject or an authority, discloses that the survey was performed by the Operator.

§22. Academy

1. The Academy comprises open webinars, online courses and closed training sessions for teams, in the form and at the price described on the Website. A closed training session is held online or on site, on a date agreed with the Client.
2. Registration for a webinar or course is made via a form or payment on the Website and relates to a named participant. The Client may designate another participant no later than 1 Business Day before the start.
3. Participants receive a certificate of attendance, training materials and a discount code for the AI Brand Visibility Report at the Basic Level, on the terms stated on the Website.
4. If the Operator cancels a webinar or training session, it proposes a new date; a Client who does not accept the new date receives a refund of the full amount paid. The rules for the Client's cancellation of a closed training session are set out in the order confirmation.
5. Training materials and recordings are intended solely for the use of the participant and the Client; their distribution requires the Operator's consent (§27).
6. The Academy conveys general knowledge and does not constitute a survey of, or advice concerning, the participant's company.

CHAPTER VI. PERSONAL DATA PROTECTION AND DATA TRANSFERS

§23. GDPR — roles of the parties and processing rules

1. The Operator is the controller of personal data to the extent described in the Privacy Policy, in particular the data of Users, Academy participants and persons representing the Client, the data of persons named in the responses of AI Systems and in the materials of surveyed companies, and the data of entrepreneurs who are natural persons in the Operator Database. The information required by Articles 13 and 14 GDPR is contained in the Privacy Policy available on the Website. In matters concerning personal data, the address indicated in the Privacy Policy is the appropriate one.

2. If, as part of the Input Data, the Client provides the Operator with personal data of which the Client is the controller, the Operator processes such data as a processor within the meaning of Article 28 GDPR, solely for the purpose and to the extent necessary to perform the Services, on the terms of the Data Processing Agreement constituting Annex No. 2 to these Terms of Service. The Data Processing Agreement is concluded together with the contract for the provision of Services and becomes binding on the parties at the moment the personal data are provided, unless the parties have entered into a separate data processing agreement, which in that case shall prevail.

3. The Client, as controller, ensures a legal basis for the processing of the personal data provided to the Operator and the fulfillment of information obligations toward data subjects.

4. The Operator applies technical and organizational measures appropriate to the risk, including access control, transmission encryption, data minimization and staff confidentiality rules, and assists the Client in fulfilling its obligations under Articles 32–36 GDPR with respect to the entrusted data, on the terms of the Data Processing Agreement.

5. The Operator uses sub-processors, including hosting providers, payment operators and AI System providers. Their current list is contained in the Privacy Policy. A Client acting as controller gives general written authorization for the use of sub-processors; the Operator gives advance notice of intended changes, and the Client has the right to object — on the terms of the Data Processing Agreement.

6. Reports concern companies, not natural persons. If Company Data, AI System responses quoted in a Report or the sources on which they rely contain personal data (in particular the name of an entrepreneur who is a natural person, or data of members of governing bodies or employees of the surveyed company), the Operator processes such data as a controller to the extent necessary to document the response and for other purposes and on other legal bases specified in the Privacy Policy. In the Results, the Operator gives the names of natural persons only where they hold a function in the Client or in the surveyed company, and to the extent related to that function; in other cases, it replaces them in the quoted responses with a generic designation. If a quoted response attributes to a natural person the commission of a prohibited act or a conviction, or contains data referred to in Article 9 GDPR, the Operator replaces that information in the Results and in the response archive with a generic designation, stating only the type of statement and its source.

7. The Client undertakes not to provide in the Input Data any personal data beyond the scope necessary to perform the Services; §10(3) applies accordingly.

§24. Transfer of data to third countries

1. Performance of the Services may involve the transfer of data, including personal data, to third countries outside the European Economic Area, in particular to the United States, in connection with the use of Third-Party Services (including AI model providers, cloud infrastructure and payment operators).
2. Transfers of personal data take place only using the mechanisms provided for in Chapter V GDPR, in particular: European Commission adequacy decisions (including the EU–US Data Privacy Framework with respect to certified entities) or standard contractual clauses (SCCs) together with — where necessary — supplementary measures.
3. Information on recipients of data in third countries and the safeguards applied is contained in the Privacy Policy; a copy of the safeguards applied may be obtained on the terms set out in the GDPR.
4. The Client acknowledges that queries sent to third-party AI Systems and content provided to those systems in the Operator's analytical tools are processed by their providers in accordance with the agreements concluded with the Operator and the terms of those providers. Questions put in the survey concern companies and their offering; they may contain the business name of the Client or of a competitor, which, in the case of an entrepreneur who is a natural person, includes that person's name, but they do not contain any other personal data. In its analytical tools, the Operator provides AI System providers with the content of the surveyed companies' websites and with AI System responses, which may contain personal data. The Operator uses configurations in which the provider does not use the content provided to train models, and disables the storage of responses on the provider's side where the provider allows this; the details are set out in the Privacy Policy.

CHAPTER VII. THIRD-PARTY SERVICES

§25. Third-Party Services and integrations

1. The Website and the Services use or are integrated with Third-Party Services, in particular: the payment operator Stripe, the APIs of AI System providers, Google search engine data, hosting, e-mail and communication systems.
2. Use of Third-Party Services may be subject to separate terms and policies of their providers, in particular the terms of the payment operator for card payments. The Client is obliged to comply with them to the extent that it uses the given integration.
3. The Operator selects Third-Party Services with due diligence but is not liable for: the availability, continuity, quality and security of Third-Party Services; changes to their functionality, price lists, limits and terms; suspension or termination of their provision by the provider; or the consequences of the provider's decisions concerning the Client — unless the damage results from the Operator's willful misconduct or gross negligence.

4. If a Service requires the Client to grant the Operator access (e.g., to the Client's accounts, panels, APIs), the Client shall grant it to the minimum extent necessary and may revoke it; revocation of access that prevents performance of the Service is treated as a failure by the Client to cooperate.
5. If a Third-Party Service is unavailable, the Operator may suspend performance of the affected part of the Services for the duration of the unavailability, propose an alternative solution or extend delivery times accordingly; if the unavailability permanently prevents performance of the Service, either party may withdraw from the contract in respect of the unperformed part, with proportionate settlement.

CHAPTER VIII. INTELLECTUAL PROPERTY AND LICENSES

§26. Operator's rights

1. The CompanyNow Methodology, including the AVS Score and its components, score bands, Report structures, taxonomies, classifications, question sets and templates and research procedures, as well as the Website, software, databases, know-how, training materials, graphics, content, documentation, the "CompanyNow" designations and associated marks — constitute the intellectual property of the Operator or Related Entities or are the subject of licenses granted to the Operator, and are protected under the regulations on copyright, related rights, database protection, industrial property and combating unfair competition. The Operator is the maker of the Operator Database within the meaning of the Act of 27 July 2001 on the Protection of Databases (ustawa o ochronie baz danych).
2. Entering into a contract for the provision of Services does not transfer to the Client any intellectual property rights of the Operator or Related Entities other than the licenses expressly granted in these Terms of Service, unless the parties have expressly agreed otherwise in writing.
3. Elements of the CompanyNow Methodology not published on the Website, including question templates, classification criteria and measurement procedures, constitute the Operator's trade secrets within the meaning of the Act on Combating Unfair Competition (ustawa o zwalczaniu nieuczciwej konkurencji), regardless of whether they have been disclosed to the Client in the course of performing the Services. The AVS Score formula and score bands described on the Website are public.

§27. License to use the Website and Academy materials

1. The Operator grants the User a non-exclusive, non-transferable, revocable license to use the Website and its functionalities in accordance with their intended purpose, for the period of use of the Website.
2. The following are prohibited: decompiling, disassembling and reverse engineering the Website software beyond the extent permitted by mandatory provisions of law; circumventing security measures; automated data extraction; sharing account access with third parties outside the Client's organization; using the Website to build a competing product.
3. §28(1)–(3) apply accordingly to Academy materials, except that the license covers only the participant's use and the Client's internal use.

§28. License to the Results

1. Upon payment of the full remuneration, the Operator grants the Client a non-exclusive, non-transferable, non-sublicensable license to use the Results for the purposes of the Client's own business, in the following fields of exploitation: (a) recording and reproduction by digital and printing techniques for the Client's internal needs; (b) making available to members of the Client's governing bodies, employees, regular advisers and contractors bound by confidentiality, in particular an agency implementing the action plan; (c) using the conclusions and recommendations from the Results in the Client's own operational and marketing activities.

2. The license is granted for an indefinite period, without territorial limitations, and covers only the final version of the Results delivered to the Client. Draft versions, intermediate data and raw measurement results vest in the Operator as part of the Operator Database and are not covered by the license, unless agreed otherwise; the response archive delivered to the Client forms part of the Results.

3. The license does not include the right to: resell, rent, lend or otherwise make the Results available to third parties as a stand-alone product; publish the Results in their entirety; use the Results or the CompanyNow Methodology to provide services competing with the Operator; use the Results to train, fine-tune or validate AI systems — without the Operator's prior written consent.

4. The Client may publish short excerpts or individual indicators from the Results concerning its own company (e.g., the AVS Score value and band) in its own materials, citing the source "CompanyNow.ai" and the survey date, provided that this does not distort the results or mislead recipients. Publication of competitors' results requires the consent referred to in §15(4).

5. The Operator may use the knowledge and experience gained in performing the Services, intermediate data, raw measurement results, AI System responses and Company Data on the terms of §29, including to develop the CompanyNow Methodology, create Operator Products and train, fine-tune and evaluate the Operator's AI systems. The Operator prepares rankings and summaries in which it names companies solely on the basis of Proprietary Surveys and publicly available sources; they may also include the Client if it has been surveyed in a Proprietary Survey on the same terms as other companies. The Operator uses data from Services performed for Clients in rankings and summaries only in aggregated form, from which it is not possible to determine which Client they concern. Rankings and summaries do not disclose that a given company is or was a Client, and the purchase of Services does not affect a company's position in a ranking or the manner in which it is described.

6. A Partner receives the license referred to in paragraph 1, extended by the right to transfer Results concerning an end client to that client, including in the White label version and for remuneration set by the Partner, and to grant that client a sublicense within the scope of paragraphs 1 and 4, on terms no broader than these Terms of Service. The Partner may not make Results concerning one client available to other clients.

7. A fund ordering Reports concerning portfolio companies or a company prior to an investment may make the Results available to those companies and to its investment bodies.

8. A breach of the license terms entitles the Operator to terminate the license with immediate effect, without prejudice to further claims.

9. Paragraphs 1–8 apply to the Results regardless of whether and to what extent they constitute works or databases protected by law. To the extent that the Results or their elements, in particular content generated with the involvement of AI Systems, data compilations and measurement results, are not subject to such protection, paragraphs 1–8 set out the contractual rules for their use by the Client.

§29. Company Data, Operator Database and Profile Content: the Client's license and consent

1. The Operator collects Company Data in the Operator Database, including Company Data originating from the Client and measurement results and archives of AI System responses obtained in performing the Services, and uses them for the purpose of:
   a) performing the Services, including sending queries to AI Systems and preparing the White label version;
   b) maintenance, security and archiving, demonstrating proper performance of the contract, and the establishment, exercise and defense of claims;
   c) developing the CompanyNow Methodology, the Services, industry summaries and rankings, on the terms of §28(5);
   d) creating, maintaining, offering and making available Operator Products, including the database of company profiles intended for users, the Operator's partners and AI agents;
   e) matching companies to needs reported by third parties, including by AI agents, on the basis of the companies' offering and track record;
   f) training, fine-tuning, validating and evaluating the Operator's AI models and systems serving the purposes set out in points (a)–(e).

2. To the extent that the Input Data, Company Data originating from the Client or Profile Content constitute works, databases or other subject matter of exclusive rights vested in the Client, the Client grants the Operator a non-exclusive license, without territorial limitations, to use them for the purposes set out in paragraph 1, in the following fields of exploitation:
   a) recording and reproduction by any technique, including digital technique, in computer memory and in networks;
   b) entry into databases and IT systems, including the Operator Database, and combination with other data;
   c) adaptation, including translation, summarizing, classification, structuring and compilation, as well as use of and disposal of such adaptations;
   d) text and data mining, including training, fine-tuning, validating and evaluating the Operator's AI models and systems;
   e) making available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them, and provision to third parties, including the Operator's partners, API recipients, AI System providers and AI agents, as part of Operator Products — subject to paragraphs 6–8.

3. To the extent that the Input Data, Company Data originating from the Client or Profile Content are not the subject of exclusive rights, the Client consents to their use by the Operator to the extent and for the purposes set out in paragraphs 1 and 2 and, to that extent, releases the Operator from the confidentiality obligation (§40), subject to paragraphs 6–8. The Client also consents to the reproduction by the Operator of the content of its website for the purpose of text and data mining within the scope of paragraphs 1 and 2, including where the Client has made the reservation referred to in Article 26³ of the Copyright and Related Rights Act (ustawa o prawie autorskim i prawach pokrewnych). The remuneration for the Services takes into account the grant of the license and consent referred to in this paragraph; the Client is not entitled to separate remuneration on that account.

4. The Operator may grant further licenses (sublicenses) within the scope of paragraphs 2 and 3: to Related Entities, including companies of the AIQ.Group; to Company Now prosta spółka akcyjna after its entry in the register of entrepreneurs of the National Court Register; to entities to which it entrusts the maintenance of the Operator Database or part of it; to the Operator's partners, API recipients, AI System providers and AI agents as part of Operator Products; and to users of Operator Products to the extent necessary to use their functions. The license and consent pass to the entity to which the contracts have been transferred in accordance with §43(2), to the Operator's legal successor and to the acquirer of its enterprise or of an organized part of the enterprise that includes the Operator Database.

5. The license and consent are granted for a period of 20 years from the date of conclusion of the contract and do not expire upon its termination or expiry or upon deletion of the account. The parties exclude the right to terminate the license; should that exclusion prove ineffective, the license may be terminated with a five-year notice period effective at the end of a calendar year. Termination does not cover copies and adaptations provided to sublicensees before the date on which the termination became effective, historical data marked with a date, or aggregated or anonymized data.

6. When making Company Data or the results of their use available to third parties other than in performing the Services for the Client, the Operator does not disclose Client Confidential Information in a manner that allows the Client to be identified. This restriction does not apply to publicly available information, the results of Proprietary Surveys, or aggregated or anonymized data from which it is not possible to determine which Client they concern. The Operator may use Client Confidential Information internally for the purposes set out in paragraph 1, including for matching and training AI systems, provided that the output made available to third parties does not disclose it. Client Confidential Information is disclosed to Related Entities and subcontractors to the extent necessary to achieve those purposes on the terms of §40(3).

7. The Operator does not use Company Data originating from the Client or Client Confidential Information in a manner that materially harms the Client's legitimate interests; in particular, it does not make available to the Client's competitors the Results produced for the Client or the results of a Competitor Comparison ordered by the Client. The license and consent do not restrict the Client in the use of its own data.

8. If the Website provides a company profile, the Client may enter Profile Content into it, in particular a description of its activities, offering and track record, references, certifications, business contact details and designations. The Operator makes Profile Content available to the public and to the Operator's partners, API recipients and AI Systems, including AI agents, after the Client has published it in the panel (the profile publication function); until then, the Operator uses it only for the purposes set out in paragraph 1, without making it available to third parties. The Client represents that the Profile Content is true, up to date and not misleading, that the Client is entitled to make it available and to grant the license and consent under paragraphs 2 and 3, and that making it available does not infringe the rights of third parties, including trade secrets, intellectual property rights and data protection regulations. The Client shall not enter into the Profile Content any personal data other than the business contact details of persons who represent the Client or who have consented thereto, or any data referred to in Articles 9 and 10 GDPR. §10(5) applies accordingly.

9. The Operator may label Profile Content as provided by the company, distinguish it from Company Data originating from other sources, compare it with AI System responses and publicly available sources, and flag discrepancies. The Operator may refuse to publish or may remove Profile Content that infringes these Terms of Service, the law or the rights of third parties, or that is the subject of a credible notice of infringement. The Operator is under no obligation to verify Profile Content and is not liable for its truthfulness or for the manner in which the Operator's partners, API recipients and AI Systems use, process or present Profile Content and Company Data, including for AI System responses produced on their basis. The Operator does not guarantee that making Profile Content available will affect the company's visibility in AI Systems or the outcome of matching.

10. The Client may at any time, by sending a message to the Operator's e-mail address, request: (a) the rectification of untrue or out-of-date Company Data concerning the Client made available in Operator Products; (b) the cessation of the use, in a manner identifying the Client, of those Input Data that are not publicly available; (c) the cessation of the presentation of Profile Content as current information provided by the Client. The Operator complies with the request within 30 days. The requests referred to in points (b) and (c) do not cover Company Data originating from Proprietary Surveys and from publicly available sources, historical data marked with a date, aggregated or anonymized data, AI models and systems trained before the request was received, copies and adaptations provided to sublicensees before that date, or the archive kept for the purposes set out in paragraph 1(b).

11. During the term of the contract and within 90 days of its end, the Client may request a copy of the Profile Content and the Results in a commonly used electronic format; the Operator provides it within 30 days of receiving the request. If the Website provides a download function, the Client may download the copy itself.

12. The Client ensures that it is entitled to grant the license and consent with respect to the Input Data and Profile Content provided by it. The Partner ensures this with respect to the Input Data, Company Data and Profile Content of its end clients (§20(3)).

13. The license and consent do not cover personal data. The Operator processes personal data, including the name of an entrepreneur who is a natural person contained in that entrepreneur's business name and business contact details, solely on the legal bases and for the purposes specified in the Privacy Policy; data subjects have the rights described therein, including the right to object. The Operator makes the company profile of an entrepreneur who is a natural person available to the public and to AI agents only on the terms of the Privacy Policy.

§30. Prohibitions and feedback

1. Without the Operator's prior written consent, the following are prohibited: reselling the Results beyond the scope of §28(6) and (7); publishing non-public elements of the CompanyNow Methodology, including presenting it as one's own; using the Operator's materials to build or support competing services; attempting to reconstruct (reverse engineer) the CompanyNow Methodology, including through systematic analysis of the Results; extracting or re-utilizing all or a substantial part of the contents of the Operator Database, the Website, the panel or the APIs, as well as the repeated and systematic extraction or re-utilization of insubstantial parts of those contents, in particular for the purpose of building competing databases or services or training AI systems. This restriction does not apply to the Client's Input Data, Profile Content or Results within the scope of the license under §28 and the rights under §29(11).
2. If the Client provides the Operator with comments, suggestions or ideas concerning the Services, the Operator may use them without restriction and without remuneration; this does not include the Client's confidential information.

§31. Trademarks and references

1. The "CompanyNow" designations, Report names, logos and other designations used on the Website may not be used by Users without the Operator's consent, except for fair citation of the source in accordance with §28(4) and the tagline referred to in §21(3).
2. The Operator may name a Client that is a legal person or an organizational unit without legal personality and display its logo on a reference list, without disclosing the content of the Results, unless the Client objects in the order form, in its account or by e-mail; the Operator removes the Client's designation from the list within 14 days of receiving the objection. The Operator names a Client who is a natural person on the reference list only with that Client's prior consent. A more extensive case study requires the Client's separate consent. The Operator does not name a Partner's end clients as references without the Partner's consent.

CHAPTER IX. LIABILITY

§32. Limitation of the Operator's liability

1. The Operator is liable for damage caused by non-performance or improper performance of the contract on general principles, subject to the limitations set out in this paragraph. The Operator's liability for loss of profits, loss of revenue, loss of clients, loss of data, loss of reputation, loss of market position, lost business opportunities and indirect and consequential damage is excluded, unless the damage was caused intentionally.
2. The Operator is not liable for the consequences of business, legal, financial and marketing decisions taken by the Client on the basis of the Results; the Results are one of the factors the Client takes into account in its own decision-making process.
3. The Operator's aggregate liability toward the Client on all grounds related to a given contract is limited to the amount of the net remuneration paid or payable to the Operator for the Service to which the damage relates, and in the case of Monitoring, ongoing support and the Partner Program — to the amount of the net remuneration paid or payable for the 12 months preceding the event giving rise to the damage.
4. The limitations in paragraphs 1–3 do not apply to damage caused intentionally or to other cases in which, under mandatory provisions of law, liability cannot be excluded or limited.
5. The Operator's liability under statutory warranty (rękojmia) for defects in the Results and other performance is excluded. The Client's rights in the event of a defective Result are set out in §37(3); this does not limit the Operator's liability for damages on the terms of this paragraph.
6. The Client shall notify the Operator of the damage and of the circumstances giving rise to the claim promptly, and no later than within 3 months of the date on which the Client became aware of them, to the Operator's e-mail address. The Operator is not liable for that part of the damage which arose or increased as a result of a delay in notification. This provision does not alter the limitation periods.
7. The limitations of liability set out in this paragraph also cover the liability of Related Entities, members of governing bodies, employees and collaborators of the Operator, who may rely on them directly.
8. With respect to an Entrepreneur with consumer rights, the second sentence of paragraph 1, paragraphs 3 and 5 and the second sentence of paragraph 6 do not apply; the Operator is liable toward such a person on the general principles of the Civil Code, subject to paragraph 2 and §34.

§33. Client's liability

1. The Client is responsible for the lawfulness and truthfulness of the Input Data, for the manner in which the Results are used and for decisions taken on their basis.
2. The Client is liable for the acts of persons to whom it has made available the Results, account access or the Website as for its own acts. A Partner is liable for the acts of its end clients with respect to the use of the Results as for its own acts.

3. The provisions of §10(5) (indemnity) apply accordingly to claims related to the manner in which the Client uses the Results, including their publication in breach of §15(4) or §28.

§34. Liability for AI System content

1. Reports quote the responses of AI Systems verbatim, as given. Quoted responses may contain statements that are untrue, out of date or infringe the personal rights of third parties; the Operator is not their author.
2. The Operator is not liable for the content of AI System responses or for the content of the sources cited by AI Systems, including statements about the Client, its competitors and their products.
3. The Operator marks AI System responses as quotations, states the AI System, the model and the date, and does not adopt their content as its own. Outside the Results, the Operator publishes quoted responses concerning third parties only in the publications referred to in §28(5).
4. A person to whom a quoted response relates may notify the Operator that its content infringes that person's rights. The Operator handles the notice without undue delay and may, in particular, replace that person's data in the response archive with a generic designation or attach information about the notice to the archive.
5. The Client may publish or provide to third parties quoted AI System responses containing statements about competitors or natural persons only if it has a legal basis for doing so, and together with information that it is a response of an AI System from a specified date. §15(4) and §33(3) apply.

§35. Force Majeure

1. Neither party shall be liable for non-performance or improper performance of the contract to the extent caused by Force Majeure, meaning an external event, beyond the control of the parties, which could not be foreseen or prevented by exercising due diligence, in particular: natural disasters, fires, floods, epidemics and pandemics, wars, armed hostilities, acts of terrorism, riots, general strikes, acts of public authority (including sanctions and embargoes), widespread failures of power or telecommunications networks, widespread failures of cloud infrastructure and mass cyber-attacks (including DDoS and ransomware attacks) directed against a party or its key suppliers.
2. A party invoking Force Majeure shall notify the other party promptly, and no later than within 7 days of becoming aware of it, of the occurrence and expected impact of the event, and shall take reasonable steps to mitigate its effects.
3. Deadlines for the performance of obligations are suspended for the duration of the Force Majeure and its direct effects. Payment obligations for Services performed before the occurrence of the Force Majeure remain in force.
4. If the Force Majeure continues uninterrupted for more than 60 days, either party may terminate the contract in respect of the unperformed part, with proportionate settlement of the remuneration for services performed.

CHAPTER X. LEGAL COMPLIANCE, SANCTIONS AND EXPORT CONTROL

§36. Sanctions, export control and legal compliance

1. The Client represents that: (a) neither it nor its beneficial owners, members of its governing bodies or entities controlling it are subject to international sanctions, in particular restrictive measures of the European Union, the United Nations, the United Kingdom (OFSI) or the United States (OFAC), nor are they on the relevant sanctions lists, including the list maintained under the Polish Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to protect national security (ustawa o szczególnych rozwiązaniach w zakresie przeciwdziałania wspieraniu agresji na Ukrainę oraz służących ochronie bezpieczeństwa narodowego); (b) it does not have its registered office, is not registered and does not conduct its principal business in Russia, Belarus or another country or territory subject to comprehensive sanctions or prohibitions on the provision of services, in particular under Article 5n of Council Regulation (EU) No 833/2014, and is not directly or indirectly controlled by an entity having its registered office in such a country or territory; (c) it will not use the Services or Results, directly or indirectly, for the benefit of entities or for purposes subject to sanctions or in breach of export control regulations, including EU regulations on dual-use items.
2. The Client undertakes to use the Services in accordance with applicable law, including regulations on anti-money laundering and counter-terrorist financing, anti-corruption regulations and competition protection regulations.
3. The Operator may suspend the provision of Services or terminate the contract with immediate effect, without liability for damages, if: further provision would breach sanctions or export control regulations; the Client has made false representations referred to in paragraph 1; sanctions measures have been imposed on the Client after the conclusion of the contract. Remuneration for services performed up to the date of suspension or termination remains due to the extent permitted by law.
4. The Operator may request from the Client information and documents reasonably necessary to verify compliance with this paragraph; refusal to provide them within the set deadline entitles the Operator to suspend the provision of Services.

CHAPTER XI. COMPLAINTS, WITHDRAWAL AND TERMINATION OF CONTRACT

§37. Complaints

1. Complaints concerning the Website and the Services may be submitted electronically to support@companynow.ai or in writing to the Operator's address. A complaint should contain data enabling identification of the Client and the order, a description of the objections and the expected manner of resolution.

2. The Operator handles complaints promptly, no later than within 30 days of receipt, unless the law provides for a shorter period. The Operator informs the Client of the outcome of the complaint electronically.
3. If a complaint concerning a Result is justified, the Operator shall first correct or supplement the Result and, if this is not possible, reduce the remuneration or refund it in the part corresponding to the defective performance. The circumstances described in §19(4) and §34 are not deemed a defect in a Result.
4. Submission of a complaint does not release the Client from the obligation to pay the undisputed part of the remuneration on time.
5. The complaints procedure is the primary procedure for raising objections concerning the quality of the Services and their conformity with the contract.

§38. Right of withdrawal from the contract

1. A Client who is not an Entrepreneur with consumer rights does not have the statutory right of withdrawal from a distance contract. The Client shall raise objections concerning the performance of the Services through the complaints procedure (§37).
2. An Entrepreneur with consumer rights may withdraw from a distance contract without giving any reason within 14 days of the date of its conclusion by submitting a statement to the Operator, in particular to the Operator's e-mail address. To meet the deadline, it is sufficient to send the statement before the deadline expires. The Operator promptly confirms receipt of the statement by e-mail.
3. An Entrepreneur with consumer rights does not have the right of withdrawal with respect to a Service that the Operator has fully performed with that person's express prior consent, where that person was informed before performance began that they would lose the right of withdrawal once the Operator had performed the service, and acknowledged this (Article 38(1)(1) of the Consumer Rights Act). The Client makes the request for performance to begin before the expiry of the withdrawal period, the consent and the acknowledgment of that information when placing the order by checking a separate box in the payment form or the order form; the Operator confirms them in the message confirming the conclusion of the contract. If the Client has not made the request, the Operator begins performance after the withdrawal period has expired.
4. If an Entrepreneur with consumer rights withdraws from the contract after the Operator, at that person's request, has begun performance before the expiry of the withdrawal period, that person shall pay for the services performed up to the time of withdrawal, in an amount calculated in proportion to the scope of the performance rendered, taking into account the price of the Service; in the case of Monitoring, that amount includes the price of measurements performed or begun up to the time of withdrawal. The Operator refunds the remaining part of the payment promptly, and no later than within 14 days of receiving the statement of withdrawal, using the same means of payment as the Client used, unless the Client has expressly agreed to another means of refund that is free of charge for the Client.
5. This paragraph does not limit the contractual rights provided for in §3(7), §12(7), §14(3), §16(3), §22(4), §25(5), §35(4) and §43(2) or the rights arising under the provisions of the Civil Code.

§39. Duration and termination of the contract

1. Contracts for one-off Services (Reports, Add-ons, Repeat Survey, report review session, workshop, webinar, course, training session) expire upon their performance and settlement. §12 applies to Monitoring, §16(3) to ongoing support, and the partnership agreement to the Partner Program.
2. Either party may terminate the contract with immediate effect in the event of a material breach of the contract by the other party which has not been remedied despite a demand and the setting of an additional deadline of not less than 14 days, unless the nature of the breach renders such a demand pointless.
3. The Operator may also withdraw from the contract in the case specified in §5(4), terminate the account agreement in the case specified in §9(3), and terminate the contract with immediate effect in the cases specified in §13(3), §28(8) and §36(3).
4. Termination of the contract does not affect provisions which by their nature remain in force, in particular those concerning licenses already granted, confidentiality, liability, indemnity and governing law.

CHAPTER XII. CONFIDENTIALITY AND FINAL PROVISIONS

§40. Confidentiality

1. The parties undertake to keep confidential the confidential information of the other party, meaning information marked as confidential and information whose confidential nature follows from the circumstances, including Client Confidential Information, the content of the Results prior to any publication by the Client and the identity of the Partner's end clients. The Operator's confidential information includes in particular the non-public elements of the CompanyNow Methodology, including Question Sets, question templates and classification criteria, also where the Client approves them or receives them in the response archive. The Question Set prepared for the Client is confidential information of both parties: the Operator does not disclose it in a manner that identifies the Client (§29(6)), and the Client does not disclose it as an element of the CompanyNow Methodology.
2. The confidentiality obligation does not apply to information: generally known without breach of the contract; lawfully received from third parties; independently developed; used by the Operator in accordance with §28(5) and §29, within the limits of §29(6) and (7); or whose disclosure is required by law or by a demand of a competent authority — in which last case the disclosing party shall, where the law permits, notify the other party in advance of the disclosure.
3. The parties may disclose confidential information to their employees, advisers, Related Entities and subcontractors to the extent necessary to perform the contract, ensuring that they are bound by a confidentiality obligation at least equivalent.
4. The confidentiality obligation continues for the term of the contract and for 5 years after its termination, and with respect to trade secrets — indefinitely, for as long as they retain that status.

§41. Amendments to the Terms of Service

1. The Operator may amend these Terms of Service only for the following important reasons: (a) a change in the law affecting the provision of the Services or the content of the Terms of Service; (b) the issuance of a court judgment, or of a decision, recommendation or guidelines of an authority, affecting the provision of the Services or the content of the Terms of Service; (c) a change in the manner of providing the Services resulting from technological changes, including changes to AI Systems or Third-Party Services; (d) the introduction of new Services or functionalities, or the modification or withdrawal of existing ones (§3(6)); (e) security considerations relating to the Website or the prevention of abuse; (f) the removal of ambiguities, errors or mistakes; (g) the transfer of contracts in accordance with §43(2) or a change in the Operator's details.
2. The Operator shall notify Users holding an account and Clients bound by continuing contracts (Monitoring, ongoing support, Partner Program) of an amendment to the Terms of Service at least 14 days in advance, electronically or by means of a notice on the Website.
3. Contracts for one-off Services concluded before the amendment are governed by the Terms of Service in the wording applicable on the date the contract was concluded. In the case of continuing contracts, a Client who does not accept the amendments may terminate the contract before the date on which they take effect, with a refund of the remuneration for services not yet commenced; continued use of the Services after the amendments take effect constitutes acceptance of them.
4. Amendments to the Terms of Service do not prejudice the acquired rights of Clients.

§42. Governing law and dispute resolution

1. These Terms of Service and contracts concluded on their basis are governed by Polish law, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods, to the extent such exclusion is permissible.
2. The common court having territorial jurisdiction over the Operator's registered office shall have exclusive jurisdiction to resolve disputes arising from or in connection with these Terms of Service or contracts concluded on their basis, including disputes concerning their conclusion, validity and termination. This provision constitutes an agreement conferring jurisdiction within the meaning of Article 25 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council.
3. Before filing a statement of claim, a party shall send the other party a demand describing the claim and shall attempt to resolve the dispute amicably for 30 days from its delivery. This does not apply to applications for interim relief, to order-for-payment proceedings (postępowanie nakazowe i upominawcze), including electronic order-for-payment proceedings and the European order for payment procedure, or to situations in which observing that period would expose the claim to becoming time-barred.
4. In matters not regulated herein, the applicable provisions of Polish law and European Union law shall apply, including the Civil Code, the Act on Providing Services by Electronic Means, the GDPR and the AI Act.

5. Paragraph 2 does not apply to an Entrepreneur with consumer rights; the jurisdiction of the court is determined by the general provisions.

§43. Final provisions

1. If any provision of these Terms of Service proves to be invalid or ineffective, the remaining provisions remain in force, and the invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the provision being replaced.
2. The Client may not transfer rights or obligations under the contract without the Operator's consent given in documentary form. The Client consents to the transfer by the Operator, in whole or in part, of the rights and obligations under contracts concluded on the basis of these Terms of Service, including under the account agreement, under the Data Processing Agreement and under the licenses and consents referred to in §28 and §29, together with the assumption of debt within the meaning of Article 519 § 2(2) of the Civil Code, to: (a) Company Now prosta spółka akcyjna, after its entry in the register of entrepreneurs of the National Court Register; (b) a company of the AIQ.Group or another Related Entity; (c) the acquirer of the Operator's enterprise or of an organized part of it that includes the Website, the Services or the Operator Database; (d) the Operator's legal successor as a result of a merger, division or transformation. The Operator notifies the Client of the transfer and of the details of the acquiring entity to the Client's e-mail address or by a notice in the Client's account at least 14 days before the date of transfer; the transfer becomes effective with respect to the Client on the date indicated in the notice, but not earlier than after that period has expired. A Client bound by a continuing contract (Monitoring, ongoing support, Partner Program) may terminate it with effect from the date of transfer, with a refund of the remuneration for services not yet commenced; an Entrepreneur with consumer rights may, under this procedure, also terminate a contract for a one-off Service that has not yet been performed. The transfer does not change the scope of licenses granted before the date of transfer.
3. The headings used in these Terms of Service are for ease of reference only and do not affect the interpretation of their provisions.
4. These Terms of Service have been drawn up in Polish. The Operator makes their translations into English, French and Spanish available on the Website, before the conclusion of the contract and in PDF format; for an order concerning the French or Spanish market, the Operator makes available, alongside the Polish version, the translation into the language of that market (§1(5)). The translations have the same content as the Polish version; in the event of any discrepancy between the Polish version and a translation, the Polish version shall prevail.
5. Annexes to these Terms of Service: Annex No. 1 — AI Disclaimer (version 2.1); Annex No. 2 — Data Processing Agreement. The Annexes form an integral part of these Terms of Service.

6. These Terms of Service enter into force on the date indicated in the heading as the effective date, but not earlier than the date of their publication on the Website, and form an integral part of the contract between the Operator and the Client. Contracts for one-off Services concluded before that date are governed by the Terms of Service in the wording applicable on the date of their conclusion (§41(3)). Continuing contracts, including subscriptions, concluded under version 2.1 of the Terms of Service are governed by version 2.1 of the Terms of Service until the end of the current billing period, without automatic renewal for a further period.

ANNEX NO. 1 — AI DISCLAIMER

CompanyNow.ai · version 2.1 · applies to all Services

1. Purpose. CompanyNow provides analytical and advisory services concerning how AI Systems find, describe and recommend companies, their products and their image as an employer. Reports support business decisions and are not a guarantee or a certificate.

2. AI variability. Providers continually update AI Systems. A response given today may differ from a response given tomorrow, even to the same question. For this reason, from the Full Level upwards we ask each question several times and the Report states the variability of responses; at the Basic Level we ask each question once.

3. No guarantee of results. CompanyNow does not guarantee that AI Systems will mention or recommend a company, that the company will appear in responses, improve its result, increase website traffic or sales, or achieve any other commercial effect.

4. Third-party AI Systems. CompanyNow analyzes the responses of third-party AI Systems, in particular ChatGPT, Gemini, Claude, Google AI Overviews and AI Mode, and, as Add-ons, also Grok, Perplexity, Mistral and DeepSeek. CompanyNow has no influence over the operation, updates, training data or decision-making of these systems.

5. Responses via API. We put questions via application programming interfaces with the settings described in the Report. A user of an application may see a different response, in particular due to personalization, conversation history and location.

6. Analyst review. To the extent provided for the given Service, the Report is checked by an analyst. Review improves the interpretation of results but does not rule out errors or future changes.

7. Methodology. CompanyNow applies its own methodology, including the AVS Score. The result is an expert assessment based on the information available at the time of the survey. Every AI System response quoted in the Report has an evidence number in the response archive (§17(4) of the Terms of Service).

8. Content of responses. The Report quotes the responses of AI Systems. Quotations may contain untrue or out-of-date statements, including about competitors. The AI Reputation Report does not determine whether statements are true; the AI Employer Brand Visibility Report does not verify information on remuneration.

9. Client's responsibility. The Client is solely responsible for business, legal, financial and marketing decisions taken on the basis of Reports. A Report is one of the factors in a decision.

10. Limitation of liability. The Operator is not liable for changes in AI Systems, search engine algorithms and third-party data sources or for business decisions taken by the Client on the basis of Reports. The Operator's liability, including the exclusion of liability for indirect damage, loss of profits and lost opportunities, and its limits are set out in §32 of the Terms of Service.

11. Intellectual property. The CompanyNow Methodology, the assessment method, the structure of Reports and the analytical framework constitute the intellectual property of the Operator or Related Entities (§26 of the Terms of Service), unless expressly agreed otherwise.

12. Contact. Questions concerning this disclaimer should be addressed to support@companynow.ai.

ANNEX NO. 2 — DATA PROCESSING AGREEMENT

CompanyNow.ai · version 1.0 · concluded pursuant to Article 28(3) GDPR (§23(2) of the Terms of Service)

1. Parties and scope of application

1. The Data Processing Agreement is concluded between the Client as controller (the "Controller") and the Operator as processor (the "Processor"). Capitalized terms have the meanings given to them in the Terms of Service.
2. The Data Processing Agreement applies where the Controller provides the Processor, in the Input Data, in the account or in another manner related to the performance of the Services, with personal data of which it is the controller (the "Entrusted Data").
3. The Data Processing Agreement does not apply to personal data that the Operator processes as a controller on the terms of the Privacy Policy, in particular the data of Users and of persons representing the Client, the data of persons named in AI System responses and in the publicly available materials of surveyed companies, or data in the Operator Database (§23(1) and (6) and §29 of the Terms of Service).
4. The Data Processing Agreement is concluded together with the contract for the provision of Services and becomes binding on the parties at the moment the Entrusted Data are provided. If the parties have entered into a separate data processing agreement, that agreement shall prevail.

2. Subject matter, nature and purpose of processing

1. The subject matter of processing is the Entrusted Data, to the extent necessary to perform the Services ordered by the Controller.

2. Nature of processing: collection, recording, storage, structuring, consultation, analysis, use for the preparation of Results, transmission to sub-processors, including AI System providers in the Operator's analytical tools, making available to the Controller, and erasure — by automated and non-automated means.
3. Purpose of processing: performance of the Services, including the preparation of Reports and other Results, maintenance of the account and making the Results available to the Controller, as well as demonstrating proper performance of the Services.

3. Types of data and categories of data subjects

1. Types of Entrusted Data: first and last name, position or function, business contact details (e-mail address, telephone number) and other personal data contained in materials provided by the Controller, in particular in descriptions of completed projects, references, reviews and documents.
2. Categories of data subjects: employees, collaborators and members of governing bodies of the Controller; customers, business partners and other persons named in materials provided by the Controller.
3. The Controller does not provide data referred to in Articles 9 and 10 GDPR or other data excluded under §10(3) of the Terms of Service, unless the parties so agree in writing together with an appropriate legal basis.

4. Duration of processing

The Processor processes the Entrusted Data for the duration of the provision of the Services to which they relate and — if the Controller has an account — for as long as the account exists, and thereafter until they are erased or returned in accordance with Clause 12.

5. Instructions of the Controller

1. The Processor processes the Entrusted Data only on documented instructions from the Controller, including with regard to transfers of data to a third country or an international organization, unless required to do so by Union or Member State law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
2. Documented instructions are the Terms of Service, the Data Processing Agreement, the order placed and instructions given in documentary form, including by e-mail or in the account.
3. The Processor shall immediately inform the Controller if, in its opinion, an instruction given to it infringes the GDPR or other data protection provisions; it may suspend the execution of such an instruction until it is confirmed or changed by the Controller.

6. Confidentiality

The Processor allows the Entrusted Data to be processed only by persons who need access to them to perform their duties and who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7. Security of processing

1. The Processor applies the technical and organizational measures required pursuant to Article 32 GDPR, appropriate to the risk, in particular: encryption of data in transit, role-based access control, storage of passwords in hashed form only, limitation of the number of login attempts, event logs, backups, data minimization and confidentiality undertakings by staff.
2. The Processor regularly assesses the effectiveness of these measures and may change them, provided that the change does not reduce the level of protection of the Entrusted Data.

8. Sub-processors

1. The Controller gives the Processor general written authorization to engage sub-processors, expressed in electronic form by accepting the Terms of Service (Article 28(2) and (9) GDPR). The current list of sub-processors, with their role, location and transfer safeguards, is contained in the Privacy Policy.
2. The Processor gives notice of any intended addition or replacement of a sub-processor at least 14 days before the change by updating the list in the Privacy Policy and, to a Controller that has requested this at the e-mail address indicated in the Privacy Policy, also by e-mail.
3. Within the period referred to in paragraph 2, the Controller may raise a reasoned objection. The parties shall then attempt in good faith to agree on a solution. If they fail to agree, the Controller may terminate the contract for the Services in the part affected by the change, with effect from the date of the change, with a refund of the remuneration for services not yet commenced; any other consequences of the objection are excluded.
4. The Processor imposes on each sub-processor, by way of a contract, data protection obligations ensuring at least the same level of protection as the Data Processing Agreement, in particular sufficient guarantees to implement appropriate technical and organizational measures. Where a sub-processor fails to fulfill its data protection obligations, the Processor remains fully liable to the Controller for the performance of those obligations (Article 28(4) GDPR).

9. Assistance with data subjects' rights

1. Taking into account the nature of the processing, the Processor assists the Controller by appropriate technical and organizational measures, insofar as this is possible, in fulfilling the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

2. The Processor forwards any request concerning the Entrusted Data that it receives to the Controller without undue delay, and no later than within 5 Business Days of its receipt, and does not respond to it on its own unless the Controller so instructs.

10. Assistance with obligations under Articles 32–36 GDPR

Taking into account the nature of processing and the information available to it, the Processor assists the Controller in ensuring compliance with the obligations set out in Articles 32–36 GDPR, in particular by providing the information needed for data protection impact assessments and for prior consultation with the supervisory authority.

11. Personal data breaches

1. Upon becoming aware of a breach of the security of the Entrusted Data, the Processor notifies the Controller without undue delay, and no later than within 48 hours of becoming aware of it, at the Controller's e-mail address provided with the order or in the account.
2. The notification contains, to the extent available, the information listed in Article 33(3) GDPR: the nature of the breach, including the categories and approximate number of data subjects and of personal data records concerned, the contact details of the person from whom more information can be obtained, the likely consequences of the breach and the measures taken or proposed to address it. Where information cannot be provided at the same time, the Processor provides it in phases without undue further delay.
3. The Processor documents breaches concerning the Entrusted Data and takes reasonable steps to mitigate their effects.

12. Erasure or return of data

1. After the end of the provision of the Services to which the processing relates and, if the Controller has an account, after its deletion, the Processor, at the choice of the Controller, erases the Entrusted Data or returns them in a commonly used electronic format and deletes existing copies, within 30 days, unless Union or Member State law requires further storage of the data.
2. If the Controller does not indicate its choice within 14 days of the end of the provision of the Services or of the deletion of the account, the Processor erases the Entrusted Data.
3. Backups expire within their retention cycle, which does not exceed 8 weeks; until then, the Processor does not use them except to restore the system after a failure.
4. The Results provided to the Controller and the data that the Operator processes as a controller (Clause 1(3)) are not Entrusted Data; the rules for their retention are set out in the Terms of Service and the Privacy Policy.

13. Information and audits

1. The Processor makes available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR, primarily in the form of documentation and answers to questions sent by e-mail, within 30 days of receiving the request.
2. If the information referred to in paragraph 1 is insufficient, the Processor allows for and contributes to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller, on the following terms: (a) notice at least 30 days before the planned date, stating the scope of the audit; (b) no more often than once every 12 months, unless the audit is justified by a breach of the security of the Entrusted Data or by a request of a supervisory authority; (c) on Business Days, during the Processor's working hours, in a manner that does not disrupt its operations, and remotely where possible; (d) the auditor is bound by confidentiality and is not a competitor of the Operator; (e) the audit does not cover data of other clients of the Operator, trade secrets of the Operator beyond what is necessary to assess compliance, or access to the systems of sub-processors, in respect of which the Processor provides their reports and certifications; (f) the costs of the audit are borne by the Controller.
3. The Processor promptly informs the Controller of any inspection by a supervisory authority concerning the Entrusted Data, where the law permits.

14. Transfers of data to third countries

1. The Processor transfers the Entrusted Data to a third country or an international organization only using the mechanisms provided for in Chapter V GDPR, in particular a European Commission adequacy decision (including the EU–US Data Privacy Framework with respect to certified entities) or standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914, concluded with sub-processors, together with supplementary measures where necessary.
2. The list of recipients outside the European Economic Area and of the safeguards applied is contained in the Privacy Policy. The Processor provides the Controller with a copy of the safeguards on request.

15. Obligations of the Controller and liability

1. The Controller ensures a legal basis for the processing of the Entrusted Data and fulfills the information obligations toward data subjects (§23(3) of the Terms of Service).
2. The liability of the parties under the Data Processing Agreement is subject to the limitations set out in §32 of the Terms of Service. This does not limit the parties' liability toward data subjects under Article 82 GDPR or liability which, under mandatory provisions of law, cannot be excluded or limited.

16. Final provisions

1. The Data Processing Agreement remains in force for as long as the Entrusted Data are processed. Its provisions concerning confidentiality, erasure or return of data and liability also remain in force after the end of the provision of the Services.

2. In matters concerning the protection of the Entrusted Data, the Data Processing Agreement prevails over the Terms of Service. In matters not regulated herein, the Terms of Service, the GDPR and Polish law apply.

3. Amendments to the Data Processing Agreement are made in accordance with the procedure set out in §41 of the Terms of Service.