

Terms of Service

Effective Date: July 28, 2025

§ 1. General Provisions

1. These General Terms and Conditions of Service (hereinafter: "Terms") define the principles and conditions under which AutomationNex (hereinafter: "Contractor") provides services to its Clients (hereinafter: "Client").

2. The Terms constitute an integral part of each service agreement concluded between the Contractor and the Client. In case of discrepancies between the content of the agreement and the Terms, the provisions of the agreement take precedence.

§ 2. Scope of Services

1. The Contractor provides specialized IT services, particularly in the scope of:

- Design and implementation of business process automation using artificial intelligence (AI)
- Creating applications using no-code/low-code technologies
- Design and development of comprehensive web and mobile applications (fullstack)
- IT systems integration
- Consulting and advisory services in the field of digital transformation

2. The detailed scope of services, work schedule, and remuneration are determined individually in each contract or order.

§ 3. Rights and Obligations of the Parties

1. The Contractor undertakes to:

- Provide services with due diligence, in accordance with current technical knowledge and industry best practices
- Cooperate with the Client at every stage of project implementation
- Maintain confidentiality of all information obtained from the Client in connection with contract performance

2. The Client undertakes to:

- Make timely payments of remuneration to the Contractor
- Provide the Contractor with all necessary information and materials required for proper service delivery
- Cooperate with the Contractor to the extent necessary for contract performance

§ 4. Intellectual Property

1. Unless the detailed agreement provides otherwise, upon payment of the full remuneration, the Contractor transfers to the Client the economic copyrights to works (e.g., software, source code, documentation) created as a result of service provision, within the fields of exploitation specified in the agreement.

2. The Contractor retains the right to use its knowledge, experience, and standard tools and libraries within future projects.

§ 5. Liability

1. The Contractor's liability for non-performance or improper performance of the contract is limited to the amount of actual loss incurred by the Client. Liability for lost profits is excluded.

2. In relations between entrepreneurs, the parties may limit or exclude liability under warranty.

3. The parties may specify contractual penalties for delays in performing specific obligations in the detailed agreement.

§ 6. Dispute Resolution

All disputes arising from the implementation of contracts covered by these Terms shall be resolved amicably by the parties. In case of lack of agreement, the court with jurisdiction over the Contractor's registered office shall be competent to resolve disputes.

§ 7. Final Provisions

1. In matters not regulated in these Terms and in detailed agreements, the provisions of the Polish Civil Code shall apply.

2. The Contractor reserves the right to change the Terms. Changes take effect within the timeframe specified by the Contractor, not shorter than 14 days from the date of making the amended Terms available.