



Terms and Conditions

These Terms and Conditions (the „**Terms**”) set forth the access procedure and making use of the Services (defined below) performed by **Kredyt Karma** spółka z ograniczoną odpowiedzialnością (limited liability company), with its seat in Warsaw (00-023 Warsaw), at ul. Widok 16/27, NIP 5252736393, registered in the National Register of Entrepreneurs, maintained by the District Court for the capital City of Warsaw, XII Commercial Division, under the registration number KRS 0000714038, with its share capital of PLN 5,000.

These Terms and the KKarma’s Data Protection Policy and any other additional terms to which the User has agreed during the registration process or during the performance of the Services, constitute an agreement between the User and the KKarma („the **Agreement**”).

1. Acceptance of the Terms and further amendments

1.1 The registration on www.kkarma.pl or the use of the Services confirms the User’s acceptance to these Terms.

1.2 The KKarma reserves the right to amend these Terms at any time at its sole discretion. In the event that these amendments have a material adverse effect on the User, the User shall be notified by email or by posting the updated Terms on our website, upon one (1) month notice before the amendments come into effect. Further using of the Services after the amendments have come into effect, will automatically result in the Users acceptance to the updated Terms. The updated Terms shall be effective from the date of the amendments. If the User does not accept the amendments to the Agreement, he/she is entitled to terminate the Agreement with an immediate effect, not later than on the date of implementation of the amendments.

2. Services

2.1 The KKarma service enables a real-time verification of the User’s bank accounts and operations carried out on them, as well as obtaining a financial rating and credit profile based on the carried out analysis. When using the Service, the User as a consumer may agree that his financial rating is made available to the KKarma Partners (lenders such as

banks, credit institutions, etc.) in order to offer a credit or to provide other financial services to the User (the „**Services**”).

2.2 The User has access to the Services through www.kkarma.pl, and as a result of the User's consent, KKarma has the right to collect the User's significant personal and financial data from the bank's (banks') services/systems or institutions of a similar nature. The information collected by KKarma is necessary in order to provide the Services. The information collected may include in particular, but not limited to: name and surname, PESEL, bank account number, contact details, monthly balance sheet (inflows and outflows), details of the parties of the transaction, amount of debits, amounts of loans and other transactions. All data collected by the KKarma constitute the basis for a real time financial assessment, which the User can provide to the Partners in order to use their services. In its assessment, the KKarma has the right to highlight and emphasize certain information about the User that it deems important for the User's financial capability. This may include, in particular, the balance of the User's bank accounts for different periods of time, salary and other income, credits and loans taken out, monthly savings, housing costs, investments and similar. In order to make the most detailed assessment of the User's financial capability, KKarma collects information from all bank accounts held for the User in different banks.

2.3 The performance of main functionalities of the Services (i.e. collection, structuring and delivery of information) takes no more than few seconds to few minutes during a single use of the Services. After this period of time, KKarma will no longer have access to the User's bank(s) systems. Apart from providing access to Account Data (as defined in the Data Protection Policy), the User does not provide KKarma with any other information to use the Services.

3. User's obligations

3.1 The User acknowledges that or agrees on:

- A. The use of the Service for the permitted purposes by and in accordance with the (i) the Terms and (ii) the relevant provisions and common practice.
- B. The User is an authorized holder of a specific bank account(s) and has the right to make available to KKarma relevant information from the bank(s)' systems and to share it with the KKarma's Partners, including information about accounts of which the User is a co-owner with another person.
- C. The User is solely responsible for the protection and confidentiality of his personal data, such as login data to the bank's website/banks websites.
- D. The User is of legal age and has full capacity for juridical acts.
- E. The use of the Service by any third party is prohibited. The User agrees to inform the KKarma immediately of any unauthorized activities as well as of any breaches of security.
- F. The User shall not use the Service for unlawful and/or unauthorized purposes.
- G. The User is aware that automated use of the Services is prohibited.

H. The User shall provide true, accurate, current and complete information regarding the transactions and recipients of payments on individual bank accounts and payment periods as shown on statements of account(s) from bank websites or the like, and will not fraudulently withhold or modify such information.

I. The User shall not decompile, restore, modify or disassemble any part of the software of the Services, subject to permitted extent by applicable law.

3.2 If the User fails to comply with Chapter 3 of these Terms, he will not be entitled to use the Services. If the User uses the Services in violation of the provisions of Chapter 3 of these Terms, or using of the Services may cause damage to the KKarma or third parties, the KKarma reserves the right to immediately suspend the User's access to the Services and terminate the Agreement with immediate effect by sending a written notice to the User.

4. Communication and technical requirements

4.1 The User agrees that all correspondence with KKarma in connection with the Services shall take place online and by e-mail and that the Agreement shall be signed in the Polish language. The correspondence language is Polish.

4.2 In order to use the Services, the User must have access to a smartphone with an Internet connection and the ability to install mobile applications from the App Store or Google Play.

4.3 Failure to comply with the above criteria may result in inconvenience and/or delays due to reduced technical quality of the Services. The KKarma shall not be liable for errors in the Services caused by the lack of appropriate computer hardware or other devices, software and/or Internet connection. The KKarma reserves the right to change technical requirements at any time.

5. Privacy and personal data

5.1 As part of performance of Services to the Users, KKarma collects and processes certain personal data of Users. The procedure of processing Users' personal data is described in the Data Privacy Policy, available on www.kkarma.pl

6. Limitation of liability

6.1 Unless stated otherwise in relevant provisions, applicable to KKarma, the User agrees that KKarma, its Partners, employees, agents and others Users shall not be liable for any damages incurred by the User in connection to the performance of the Services. This shall include, but is not limited to, loss of profits, business reputation and any other form of intangible loss.

7. Disclaimer of warranties with respect to the Services

7.1 Although KKarma's intention is to provide the best quality of Services, however KKarma does not guarantee unlimited availability or functionality of the Services and is not responsible for the lack of availability of the Service or its specific functions.

7.2 KKarma does not warrant that (i) the Service will be uninterrupted and timely, secure or error-free, (ii) the results obtained from using the Services will be accurate and reliable, (iii) the quality of products, services, information or other services purchased or obtained through the Services will meet User's expectations, (v) technical errors will be corrected, or (vi) third parties, making decisions based on information that the User have made available through the Service ,will act diligently, in favor of User or otherwise meet User's expectations.

7.3 The User uses of the Services at his own risk. KKarma does not warrant commercial suitability or any other application in relation to User's financial capability profile created.

8. Compensation from the User.

The User shall repair the damage suffered by the KKarma or its Partners, or in any other way will satisfy the claims of these entities, if the damage or claims result from violation of the terms of use of the Services as well as from violation of these Terms. The User is also obliged for unauthorized use of his account on www.kkarma.pl

9. Intellectual property rights

The KKarma and its Partners hold all rights connected with the Services. This concerns in particular intellectual property rights (trademarks, copyrights, designs, patents as well as source codes and specific functions of the Services). Kredyt Karma Sp. z o.o., the graphic trademark „KKarma” as well as other logos, brands of services provided, graphic symbols used in the performance of the Services, are trademarks or registered trademarks to whom KKarma has sole rights. These Terms do not transfer any of the aforementioned rights from KKarma to the User. The User acknowledges that all intellectual property rights remain to KKarma. The User's use of the Services is not connected with granting him/her a license or other right to copy or otherwise use KKarma's trademarks or third parties' trademarks.

10. Additional provisions

10.1. If the relevant Court finds any of the provision of these Terms to be unenforceable, these Terms shall remain in force with regard to the other parts.

10.2. Should the Users have any questions regarding the Services or the Terms, please contact KKarma via email, at: legal@kkarma.pl. Please do not provide any personal or financial data during e-mail correspondence.

11. Duration of the Agreement and its termination.

This Agreement shall enter into force upon the User's acceptance of the Terms' provisions and shall remain in force until terminated by either party. The User may terminate this Agreement at any time free of charge, by deleting his account for the Services or by sending a notice of termination to the following email address: info@kkarma.pl If KKarma wishes to exercise its right to terminate the Agreement, which may occur in situations described in these Regulations, that will be done in writing notice with one (1) month's notice.

12. Complaints

12.1. The KKarma makes every effort to ensure the best possible quality of the provided Services. However, if the User is dissatisfied with the quality of the provided Services or considers that an error has occurred during their performance, he should contact KKarma immediately. In order to obtain detailed information on the complaint procedures used by KKarma or to file a complaint, please contact KKarma at the following e-mail address privacy@kkarma.pl.

12.2. Complaints will be handled immediately, but no later than within 30 work days from the date of its delivery to KKarma. If KKarma is unable to respond to the complaint within 30 work days, due to extraordinary reasons, the User will be informed about the situation and the reasons of that. During the occurrence of these particular events, KKarma reserves the right to respond to the complaint within 60 work days from the date of its delivery.

13. Governing law and jurisdiction.

This Agreement is concluded on the basis of Polish law. Any disputes arising from this Agreement shall be settled in accordance with the Polish law, by the relevant Polish Court.