

# Terms of Electronic Service Provision

## I. Introduction

These Terms of Service define the general conditions for the provision of services offered through the online platform available at the domain *serpdata.io*.

The Privacy Policy and Pricing available at the above website address form an integral part of these Terms of Service.

These Terms have been prepared in accordance with applicable legal regulations, in particular:

- The Civil Code – Act of 23 April 1964 (Journal of Laws of 1964, No. 16, item 93, as amended) (hereinafter referred to as the “Civil Code”),
- The Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws of 2002, No. 144, item 1204, as amended) (hereinafter referred to as the “Act on Electronic Services”),
- The Act of 4 February 1994 on Copyright and Related Rights (consolidated text Journal of Laws of 2006 No. 90, item 631, as amended) (hereinafter referred to as the “Copyright Act”),
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Journal of Laws EU L 119, 2016, p.1, as amended) (hereinafter referred to as “GDPR”).

## Definitions used in these Terms:

- **Application** – Part of the Service; software made available by the Service Provider to the User continuously via a web browser interface (Application Programming Interface – API) as a software-as-a-service (SaaS). It allows the User to perform crawling (i.e., automatic searching) of the top 100 search engine results (SERPs). The Application automates the retrieval of search results in a web browser based on the User's query. Usage is limited to the number of crawls available within the selected Package, as defined in the Pricing.
- **Pricing** – A document available on the Website specifying fees for using Services included in a given Package. The Pricing constitutes an offer to conclude an Agreement. Prices are binding until new ones are published.
- **Personal Data** – Personal data as defined by the GDPR.

- **API Key** – An identifier assigned to a specific User, allowing access to the Application.
- **Consumer** – A natural person entering into a service agreement with the Service Provider not directly related to their business or professional activity. Provisions for Consumers also apply to natural persons entering into agreements directly related to their business, provided the nature of the agreement indicates it is not of a professional character, particularly in relation to their registered business activity in CEIDG.
- **Trial Account** – Free access granted to first-time Users, allowing them to test the Application with up to 25 crawls under the Starter Package (no time limit), as defined in the Pricing.
- **Newsletter** – An electronic newsletter containing information related to the Service (including commercial information), delivered via electronic means. Provided upon prior request and consent by the User, and can be unsubscribed from at any time.
- **Subscription Fee** – Compensation for Services provided under a selected Package, based on a pay-as-you-go model. Subscription Fees are specified in the Pricing.
- **Service** – Services received by the User based on the concluded Service Agreement, particularly access to the Application. The scope and type of Services available to the User depend on the selected Package.
- **Service Provider** – *SENUTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ*, headquartered in Warsaw (02-737), ul. Niedźwiedzia 12b, registered in the National Court Register by the District Court for the Capital City of Warsaw, 13th Commercial Division, KRS no. 0000464809, NIP: 9512367837, REGON: 146703642, with a share capital of PLN 9,678,200.00. The Service Provider owns and operates the Website and provides the Services without simultaneous presence of the parties using telecommunications networks.
- **User** – A natural person with full legal capacity who is not a Consumer, a legal person, or an organizational unit without legal personality but with legal capacity, who has entered into a paid Service Agreement with the Provider. Unless otherwise stated, “User” also includes Trial Users.
- **Trial User** – A natural person with full legal capacity who is not a Consumer, or a legal entity/organization with legal capacity, who has entered into an Agreement with the Service Provider to use a Trial Account free of charge.
- **Agreement** – The electronic service agreement concluded when the User starts using Services under a Trial Account. It covers Services specified in the

selected Package.

- **Package** – The set of Services selected by the User, provided by the Service Provider in exchange for a Subscription Fee. Prior to selecting a Package, the User is informed about the applicable fee and the scope of Services included. The available Services vary by selected Package and are outlined in the Pricing.
- **User Panel** – A set of Application functionalities allowing the User to interact with and use the Application.
- **Privacy Policy** – The Privacy Policy of the Website.
- **Payment** – The act of paying the Subscription Fee for the selected Package, in accordance with these Terms.
- **Terms** – These Terms of Service.
- **Website** – The online platform operated by the Service Provider at *serpdata.io*.
- **Party** – Either the Service Provider or the User.
- **Parties** – Both the Service Provider and the User.

## II. General Conditions for Electronic Service Provision

- Services are provided via an ICT system that enables the processing, storing, sending, and receiving of data through telecommunications networks, in accordance with the Act of 18 July 2002 on Providing Services by Electronic Means (consolidated text Journal of Laws 2020.344).
- The content of the Website is legally protected.
- Use of the Website is only permitted in accordance with these Terms.
- Prior to using the Services, Users must read these Terms, along with the Privacy Policy and Pricing, which are an integral part hereof.
- To use the Website, the User should have a computer or device with software capable of browsing the web and Internet access with a minimum speed of 10 Mbps and at least 8 GB RAM. The Website supports major browsers including: Chrome (from version 120), Firefox (from version 118), Edge (from version 120), Safari (from version 17). Internet Explorer is not supported. Mobile access requires Apple iOS (from version 12) or Android (from version 8) with Internet access of at least 10 Mbps.
- To use paid Services (after using the Starter Package trial limit), an active email address is required. The API Key assigned to that address will allow access to

Services under the selected Package, as per the Pricing.

- All names (including trade names), brands, descriptions, or trademarks published on the Website are legally protected. Any use requires prior written consent of the rights holders. Infringement may result in legal consequences, including claims for damages.
- The Service Provider offers Services within the territory of the Republic of Poland and beyond.
- The Service Provider reserves the right to technically modify the way Services are delivered, in line with its entitlements and technical capabilities.
- The Service Provider reserves the right to monitor User activity in connection with API usage to ensure stability and high quality of Services. This includes analysis of: usage limits, searched phrases, User location, number of crawls per API Key, API plan status, User IP address, and Invisible Captcha (Google Captcha v3).

### **III. General Terms of Service Use**

The use of Services is paid, subject to the possibility of free access for Trial Users. By using the Website, the User is specifically obliged to:

- comply with these Terms,
- use the Application only within the scope authorized by the Terms,
- refrain from any actions that could hinder or disrupt the operation of the Website or interfere with other Users' access,
- refrain from interfering with or attempting to interfere with the Website,
- refrain from any actions that infringe upon the rights of other Users,
- use the Website appropriately and proportionally to actual needs, in accordance with its purpose, and not abuse access to system resources made available via the API.

### **IV. Exclusion of Consumers**

The Website, Application, and Services are intended exclusively for entities that are not Consumers. This means that only non-Consumer entities may be parties to the

Agreement and users of the Website, Application, and Services.

By accepting these Terms, the User declares and confirms that, in concluding the Agreement and using the Website and Services, they are acting in connection with their business or professional activity.

If the Service Provider becomes aware that the User is a Consumer—despite the aforementioned restrictions and declaration—it has the right to terminate the Agreement with immediate effect. This does not exclude other claims the Service Provider may have, especially those arising from false declarations made by the entity entering or attempting to enter into the Agreement.

## **V. Conclusion of Agreement and Offered Services**

Starting to use the Services constitutes acceptance of these Terms, which is communicated to the User or Trial User via a displayed message.

Using the Services does not require creating an account or providing registration data. Upon accessing the Application, the User is granted access to the Starter Package, which includes 25 usage units (i.e., crawls), as specified in the Pricing. These Services are provided free of charge, without requiring an email address or payment card.

Users can generate several free API Keys. To prevent abuse, the Service Provider applies identification mechanisms, particularly a fingerprinting library, which allows technical recognition of individual Users.

A maximum of 3 free API Keys may be generated per unique fingerprint per day, and up to 30 API Keys per IP address per day.

When selecting a paid Package, the User makes the Payment via an integrated payment system. Once the transaction is completed, the Service Provider sends the API Key to the provided email address, enabling access to the selected Package according to the limits specified in the Pricing.

By starting to use a Trial Account, the User and Service Provider enter into a fixed-term Agreement. This Agreement expires once the limits defined in the Pricing for the Trial Account are exhausted, unless the User extends access by making a Payment for a selected Package. In that case, the Payment modifies the Agreement and extends it until the limits of the selected Package are reached.

Upon concluding the Agreement, the User gains access to the selected Package within the Application. The offered Packages include Services available to the User, with usage limits varying monthly depending on the selected Package, as defined in the Pricing.

Application access is provided via the API. The usage limits for Services are defined in the Pricing and do not expire over time.

Depending on the chosen Package, the User's access to the Services is limited by usage thresholds, which are defined in the Pricing.

The User acknowledges that, by concluding the Agreement, they consent to the Service Provider accessing data entered into the Application to properly provide Services. This data will be used solely for that purpose.

The Service Provider may also process and use the data entered by the User for compiling and publishing studies and analyses related to websites that use the Application. The data used for such publications will be anonymous and aggregated—in particular, not identifying the entities to which it pertains.

The User is not entitled to transfer any rights or obligations under the Agreement without the Service Provider's written or documented consent, under penalty of nullity.

## **VI. User Panel**

The User accesses the Application via the User Panel as part of the selected Package.

The scope of Services included in each Package is specified in the Pricing available on the Website at: *serpdata.io*.

The Service Provider reserves the right to create individual Packages (Enterprise Package), the scope of which will be defined based on arrangements between the User and the Service Provider in a separate agreement.

To use the User Panel, the User must obtain an API Key that identifies them. The Key is stored in their web browser and allows access to the Application within the usage limits of the selected Package, as per the Pricing.

Users are prohibited from sharing their User Panel or API Key with third parties. If the Service Provider learns that a User has shared their Panel or Key with a third party, the Service Provider has the right to suspend service provision to that User, under the terms set out in Section XI, point 6 of the Terms. That User is also obliged to pay a contractual penalty equal to 10 times the Subscription Fee of their current Package.

Via the User Panel, Users can modify the data they entered and review their usage of the Services under their selected Package at any time.

These provisions also apply to Trial Account usage accordingly.

## **VII. User Obligations**

The User is specifically obligated to:

- use the Services in accordance with their purpose as defined in these Terms and the Package descriptions;
- pay for the ordered Services under selected Packages, according to these Terms, the Pricing, and any separate agreement with the Service Provider (if applicable);
- maintain software and an internet connection sufficient for the use of Services;

- refrain from performing web scraping or running any scripts, bots, or similar tools on the Website, the Service Provider's website, or its subpages;
- not enter or upload any third-party Personal Data into the Application unless the User proves to the Service Provider that they have the legal right to process such data.

The Service Provider does not conduct prior, ongoing, or subsequent control or monitoring of the content prepared, published, or placed by the User using the Application, whether on the User's domain or any other website or location. The Service Provider is not responsible for such content, nor does it guarantee its accuracy or legality.

It is strictly prohibited for the User to publish or place content through the Application that violates third-party rights, applicable laws, principles of social coexistence, or good morals. This includes content that:

- promotes or incites racism, fanaticism, hatred, or harm toward any group or individual;
- harasses or promotes the harassment of others;
- contains or promotes sexual exploitation, violence, or pornography;
- discloses personal information that may threaten someone's privacy or safety;
- promotes illegal behavior or is offensive, threatening, obscene, defamatory, or libelous;
- violates intellectual property rights;
- includes links to restricted-access pages, password-protected content, or hidden pages/images;
- promotes or facilitates criminal activity, or contains instructions for illegal acts, privacy breaches, or creation/distribution of computer viruses;
- uses a trademark or name belonging to another entity without authorization;
- violates privacy, publicity, copyright, trademark, contract, or other legal rights;
- spreads propaganda or symbols of unconstitutional or illegal organizations;
- constitutes unfair competition under the Act of April 16, 1993 on Combating Unfair Competition (consolidated text: Journal of Laws 2022, item 1233), or unfair market practices under the Act of August 23, 2007 on Counteracting Unfair Market Practices (consolidated text: Journal of Laws 2017, item 2070), or

violates collective consumer interests under the Act of February 16, 2007 (consolidated text: Journal of Laws 2021, item 275).

If the Service Provider receives a reliable notification or official notice about unlawful content published by the User using the Application, or if the User disrupts or destabilizes the Website, the Service Provider may immediately block the User's access to the Application, with notice sent via email. During the blocking period, the User is not entitled to any refund of Subscription Fees.

If the User (i) fails to cease the above-mentioned behavior despite a request from the Service Provider, (ii) seriously violates the above provisions (without prior notice), or (iii) inputs third-party Personal Data without proving legal rights, the Service Provider may terminate the Agreement immediately by email or in writing. This includes deactivating the User's API Key and Panel. No refunds will be given, and the User must pay for the Package already ordered.

The Service Provider may also temporarily block API access if the User's activity threatens data security or negatively affects the functioning of the Website, Application, or other users.

## **VIII. Duration of the Agreement**

The Agreement is valid until the User exhausts the usage limit of the selected Package as specified in the Pricing.

The User may pre-order one Package and is obligated to pay the corresponding Subscription Fee.

Package changes are only possible for future use, and take effect after the current Package's limits are used, subject to the current commercial offer.

The Agreement begins either when the User starts using the Trial Account or upon payment of the Subscription Fee for the selected Package.

After exhausting the limits of the current Package, the Agreement is automatically extended, provided the User pays for a new Package.

Because Services are provided "as-is," the User is not entitled to a refund as detailed in Section XV.4. To evaluate the Services, Users can use the free Trial Account until the Starter Package limits are reached.

## **IX. Service Payments**

The User must pay for the Services in accordance with the selected Package. Payment is required to access the Services.

The Service Provider may require automated payments, e.g., via credit card charges without the User's active participation.



Automated payments are processed by Stripe Payments Europe Limited, The One Building, 1 Grand Canal Street Lower, Dublin 2, D02 H210, Ireland, VAT: IE 3206488LH.

By selecting automated payment, the User consents to recurring card charges. To revoke this consent, the User may delete their card info from their account or email [support@serpdata.io](mailto:support@serpdata.io).

Payment for a Package must be made in advance, before use. Once paid, the User receives an API Key to access the Application up to the usage limit defined in the Pricing.

For automated payments, the transaction is considered completed when confirmation is received from the payment processor.

The Service Provider is not responsible for delays in Service access caused by incorrect or incomplete User data needed to process the payment.

Users may upgrade to a higher Package, effective the day after the payment is received.

If a refund is necessary, it will be issued using the original payment method, unless agreed otherwise.

The current Pricing with service details and usage limits is available on the Website. All prices are net, VAT excluded.

The Service Provider reserves the right to change Pricing, which will be announced on the Website. New prices do not affect already-paid Subscription Fees.

To receive a VAT invoice, the User must provide necessary details such as company name, address, and tax ID. The User consents to receiving electronic invoices.

All payments must be made in full without deductions. If deductions are mandatory, the User must gross up the amount so that the Service Provider receives the invoiced total. The User is responsible for settling any required deductions.

These provisions do not exclude the Service Provider's right to run promotions or offer discounts outside these Terms.

## **X. Intellectual Property Rights**

All intellectual property rights to the Application and Website, including text, graphics, multimedia, software, and databases, belong exclusively to the Service Provider.

The User may only use the Website and Application as specified in these Terms or in a separate agreement, if one exists.

Use of the Application is strictly limited to the purpose of accessing Services. This also applies to Trial Accounts.

The User may not allow third parties to use the Website or Application (unless explicitly authorized by Agreement), or use them on behalf of third parties.

The User must not alter or remove copyright or intellectual property notices in the Website or Application.

Even minor modifications to the Website or Application may cause serious, unforeseen issues. The User is responsible for any changes made directly or through others.

Any use beyond these Terms requires prior written, documented, or electronic consent from the Service Provider. Specifically prohibited are:

- A. Copying, selling, distributing, or sharing the Application or Website, in whole or part, including uploading or sharing via networks or systems;
- B. Investigating or testing the Website or Application to uncover their functioning principles;
- C. Making code-level modifications to the Application or Website;
- D. Extracting data or components from the Application or Website, including any form of reverse engineering;
- E. Obtaining information about the internal structure or operation of the Application or Website from sources other than the Service Provider;
- F. Using Services through an application or platform other than the one published by the Service Provider.

Use of the Services constitutes consent for the Service Provider to inform third parties about the User's use of its Services, including (without territorial restriction) the right to publish the User's identifying information such as name or trademark in media, online, print, audio, or video materials.

## **XI. Termination of the Agreement and Suspension of Services**

The Service Provider may terminate the Agreement with two weeks' notice by submitting a termination statement in electronic form via email to the User's address or in writing. The User may terminate the Agreement at any time by submitting a termination notice in electronic form via email to: *support@serpdata.io*, in writing, or by removing their payment card details—effective on the day the usage limit of the current Package is exhausted during which the notice was submitted.

Upon termination of the Agreement, the Service Provider is entitled to delete the API Key and User Panel, including all data stored in the Application's database. The Service Provider does not delete content or data entered by the User into other websites via the Application.

If the User terminates the Agreement before the end of a Package, the Service Provider is entitled to the full Subscription Fee for all ordered Packages and will not refund any fees already paid, either fully or partially.

Aside from the case in Section VII.5, the Service Provider may terminate the Agreement with immediate effect via electronic notice to the User's email address or in writing, particularly if the User:

- violated or continues to violate the Terms,
- has taken or is taking actions that compromise data security in the Service or Application,
- has attempted unauthorized access to the Service or Application,
- has engaged in unlawful activity via the Service or Application,
- has acted to the detriment of the Service Provider,
- provided false information to the Service Provider,
- infringed on the Service Provider's intellectual property rights, especially economic copyrights,
- failed to make due payments on time,
- registered multiple times as a Trial User without prior documented consent from the Service Provider.

In such cases, the Service Provider is entitled to receive (or retain, if already paid) the full Subscription Fee.

Additionally, in such cases or others outlined in the Terms (e.g., missed payments), the Service Provider may suspend Services until compliance is restored, particularly until outstanding payments are settled. Suspension may involve:

- restricting or blocking access to Services, Application, and Website,
- User remaining liable for Subscription Fees during suspension,
- without prejudice to the Service Provider's right to terminate the Agreement.

## **XII. Risks Related to Electronic Services**

Using the Website, Application, and Services involves internet use, which carries inherent risks.

These include the potential for harmful software—such as viruses, worms, and trojans—to be introduced to the User’s device. It is strongly recommended that the User maintain up-to-date antivirus and firewall protection software.

There is also the risk of third parties attempting unauthorized access to the User’s data or devices. Users should keep all credentials strictly confidential to avoid such risks.

### **XIII. Complaints**

The User has the right to submit complaints regarding the Services. Complaints may be sent in writing to the Service Provider’s address listed at *serpdata.io* or via email to *support@serpdata.io*.

The complaint should include the User's email address, company name, the reason for the complaint, and the desired resolution.

If the complaint is accepted, the Service Provider will take steps to resolve the issue or justify the rejection of the complaint.

### **XIV. Personal Data**

The User acknowledges and agrees that the Service Provider may process the User’s Personal Data, as well as that of their associates and representatives, in accordance with the Privacy Policy. This includes data tied to website accounts or persons communicating with the User online.

As a data controller, the User must comply with all legal requirements before transferring personal data to the Service Provider. Specifically, the User must share the Privacy Policy (or a link to it) with all such individuals and confirm that they have read it.

This obligation must be fulfilled at the earliest of:

- before transferring such data to the Service Provider,
- or before the Service Provider gains access through User actions.

Upon request, the User must provide documents proving compliance with these obligations.

The User must not enter third-party Personal Data into the Application unless they can prove legal grounds for doing so. If such proof is provided, provisions 1–4 of this section apply.

## **XV. Liability**

The Website, Application, and Services may be temporarily unavailable due to technical activities (e.g., updates, maintenance, inspections). Downtime may also result from issues with third-party providers (e.g., hosting services). Such unavailability does not constitute grounds for claims against the Service Provider.

The Service Provider is not liable for failure to perform due to circumstances beyond its control or for technical limitations on the User's side (e.g., hardware, internet issues).

The User acknowledges that the Service, Application, and Services depend on external platforms, which may change their operations without notice. Such changes may affect the Services and do not justify any claims.

Services are provided "as-is" without guarantees. The Service Provider does not guarantee that:

- Services will meet the User's expectations,
- Services will be uninterrupted, timely, secure, or error-free,
- All data received through Services will be accurate or reliable,
- Errors in the Application or Website will be fixed,
- Content created using the Application will be suitable for its intended audience or legally compliant.

No implied warranties apply unless explicitly stated in these Terms.

To the maximum extent permitted by law, the Service Provider disclaims liability for any damages—direct or indirect, including lost profits, business interruption, data loss, reputational damage, or legal expenses—arising from:

- use of Services,
- reliance on marketing or advertising materials,
- changes to the Services or interruptions,
- deletion or inaccessibility of data,
- failure to protect login data,
- technical issues or failures.

This applies regardless of the legal basis for the claim (contract, tort, statute, etc.), even if the Service Provider was warned of possible damages.

In any event, the Service Provider's liability is capped at three times the Subscription Fee paid by the User during the calendar year when the incident occurred.

These limitations apply to the fullest extent permitted by law.

## **XVI. Changes to the Terms**

The Service Provider may amend these Terms with 7 days' prior notice for valid reasons. Changes take effect after 7 days unless the User terminates the Agreement within that time. Longer notice periods may be set in specific cases.

Reasons for changes include, but are not limited to:

- updates to the Service Provider's IT systems,
- modifications or expansions of the Website or Application,
- legal compliance,
- feedback from Users,
- other factual, legal, business, or organizational reasons.

Users will be notified via email and through notices on the Website, with access to the updated Terms.

A User who disagrees with the changes may terminate the Agreement within 7 days of receiving the notice. Termination will take effect at the end of the current Package period, and the previous version of the Terms will continue to apply until then.

Users who purchase a Package after the new Terms are published but before they take effect will be bound by the new Terms upon their effective date. Their acceptance is required, and they will not receive separate change notifications or have the right to terminate due to those changes.

## **XVII. Final Provisions**

These Terms and the Agreement are governed by the laws of the Republic of Poland.

Any matters not addressed in these Terms are subject to Polish law.

These provisions apply only to the extent that choosing Polish law is legally permissible and do not exclude mandatory laws of other countries unless it is legally permissible to do so.

Any disputes between the Parties shall be subject to the jurisdiction of Polish courts. Specifically, disputes will be resolved by the court competent for the Service Provider's registered office.

These jurisdiction provisions apply only to the extent legally valid. They do not override mandatory legal rules on jurisdiction.

In case of discrepancies between the Polish and foreign-language versions of the Terms, the Polish version shall prevail.

Any contractual templates of the User (e.g., general terms, agreement templates) are excluded from application.

These Terms are available in electronic form at *serpdata.io*. Users may download and save them for personal records.