

Terms and Conditions for the Use of the TME API Service

1. General Provisions

- 1.1. These Terms and Conditions set out, in particular, the terms of use for the developers.tme.eu website, the electronic services and the application programming interface (API) made available as part of the TME API Service.
- 1.2. Reviewing and accepting these Terms and Conditions is voluntary, but necessary in order to use the developers.tme.eu website and the electronic services, including the TME API Service.
- 1.3. Use of the Electronic Services, including the TME API Service, requires an active telecommunications line and an Internet connection. TME does not provide the User with access to the internet. The User bears the costs of accessing and using the internet, in accordance with the tariff package of the service provider used by the User.
- 1.4. TME provides technical support free of charge in relation to the operation of the TME API Service and the developers.tme.eu website, consisting in particular of investigating issues reported by the User relating to the TME API Service and API requests. Technical support does not include, in particular, assistance with programming, creating integrations or troubleshooting issues in the User's Applications, systems or technical environments.
- 1.5. The User should address all correspondence regarding the use of the TME API Service to: developers@tme.eu or via the issue reporting form: <https://developers.tme.eu/pl/dev/issue>, available after logging in.
- 1.6. None of the provisions of these Terms and Conditions shall affect any rights of the User, whether a Consumer or a Protected Entrepreneur, arising under the Act on Consumer Rights or the provisions of mandatory law.

2. Definitions

The terms used in the remainder of these Terms and Conditions shall have the following meanings:

- 1) **Email address** – the email address provided by the User during the Account registration process, which is necessary to complete the registration process, including the sending of the activation link, and which is used for ongoing communication between TME and the User in relation to the use of developers.tme.eu or the electronic services. The User may change their email address on the developers.tme.eu website at any time.
- 2) **Account activity** – all instances of logging into the Account, transmitting data using the API Key within that Account, or performing any operation on the Account.
- 3) **API** – Application Programming Interface – a set of standardised solutions, communication protocols and technical documentation, made available by TME to enable interaction and data exchange between TME's IT system and the User's software.
- 4) **Application** – software used by the User which utilises the API to function.
- 5) **developers.tme.eu** – a website available at www.developers.tme.eu, operated by TME, through which the User may create and manage an Account, as well as use the TME API Service, including generating, viewing, renewing and revoking API access tokens used to authorise queries sent to the API, in accordance with the rules set out in the Terms and Conditions and the Documentation.
- 6) **Documentation** – a technical specification containing a description of how the TME API Service operates, including detailed information on applicable request limits and guidance on using the API. The Documentation is available on the developers.tme.eu website under the 'Documentation' tab and, after logging into the Account, under the 'User Panel' tab.
- 7) **Confidential Information** – any information disclosed to the User by TME which is not generally available or known, irrespective of the form in which it is recorded, the medium on which it is stored, or whether it is marked as confidential. Such information may relate to TME, its subsidiaries and the electronic services provided. Confidential information includes, in particular: technical, technological, commercial, organisational, financial and business data,

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as well as information concerning computer software, programming techniques and concepts, and system designs contained within the software; data structures, flowcharts, logic diagrams, application programming interface specifications, software-related techniques and processes, algorithms, concepts and specialist knowledge (know-how).

- 8) **TME Client** – a natural person, a legal person or an organisational unit without legal personality but to which the law grants legal capacity, which engages in commercial cooperation with TME or its subsidiaries and holds an active account on the TME [Website](#).
- 9) **Consumer** – a natural person who enters into legal transactions with a trader that are not directly related to their business or professional activities.
- 10) **Account** – an electronic service in the form of an individual account assigned to a User on the [developers.tme.eu](#) website, enabling the use of other electronic services and the Account functionalities, in accordance with the terms set out in the Terms and Conditions. An account on the developers.tme.eu website is not the same as a TME Customer account held on the TME Website. Registration on the developers.tme.eu website does not require the User to hold or have previously registered an account on the TME Website, unless the Terms and Conditions state otherwise.
- 11) **Activation link** – a link sent to the User's Email Address by email, which is necessary to complete the Account registration process and gain full access to the electronic services.
- 12) **Protected Entrepreneur** – a natural person entering into a contract directly related to their business activity, where it is apparent from the content of that contract that it is not of a professional nature for that person, as determined in particular by the subject of their business activity, as recorded in accordance with the provisions on the Central Register and Information on Business Activity.
- 13) **Terms and Conditions** – these terms and conditions governing the use of the TME API Service.
- 14) **TME Website** – the websites operated by TME at the web addresses [www.tme.eu](#) or [www.tme.com](#), and any other websites directly or indirectly associated with TME.
- 15) **TME** – Transfer Multisort Elektronik Sp. z o.o., with its registered office at ul. Ustronna 41, 93-350 Łódź; registered in the National Court Register by the District Court for Łódź-Śródmieście under KRS number 0000165815, Tax Identification Number (NIP): 729-010-89-84, National Business Registry Number (REGON): 473171710, share capital: 3,300,000 zlotys, email address: developers@tme.eu, telephone number: [+48 42 645 54 00](tel:+48426455400) - charged in accordance with the User's telecommunications operator's tariff.
- 16) **Authentication token** – a single-use token generated upon logging into the TME Customer's account on the TME Website, provided that this functionality is available on the relevant TME Website, which enables the generation of a private access token for the TME API Service. The use of the Authentication Token results in the automatic linking of the TME Customer's account on the TME Website to the API Token generated on the developers.tme.eu website. The Authentication Token is single-use, has a limited lifespan and may only be used in the process of generating the API Token on the developers.tme.eu website.
- 17) **API Token/API Key** – a unique string of characters identifying the User within the TME API Service, assigned to the User by TME upon fulfilment of the conditions set out in the Terms and Conditions.
- 18) **Electronic service** – a service provided electronically within the meaning of the Act of 18 July 2002 on Providing Services by Electronic Means, by TME to the User via the developers.tme.eu website, in accordance with the Terms and Conditions.
- 19) **TME API Service** – an electronic service enabling the User, by means of the Application and TME API commands, to retrieve data from the TME Website, to send specific information to TME or its subsidiaries, and to receive information sent by TME or its subsidiaries.
- 20) **Consumer Rights Act** – the Act of 30 May 2014 on consumer rights.
- 21) **User** – a natural person with full legal capacity, a legal person or an organisational unit without legal personality to which the law grants legal capacity, registered on the [developers.tme.eu](#) website, who is the owner of an Account and who uses the Electronic Services in accordance with the Terms and Conditions.

3. Electronic Services

- 3.1. TME, in accordance with the terms set out in the Terms and Conditions, provides the following electronic services to Users:

- a. enabling the creation and use of an Account, including its functionalities (in particular, managing the API elements made available to the User, displaying the current Documentation, generating and managing the API Token, refreshing the Application secrets, reporting issues and managing the Account);
 - b. the TME API Service and its functionalities, comprising in particular the ability to retrieve product data from the TME Websites via API commands, including prices and stock levels.
- 3.2. The User is obliged, in particular, to:
- a. provide, when using the developers.tme.eu website and the Electronic Services, only accurate, current and complete User information, and to update such data in the event of any changes;
 - b. use the Electronic Services, including the TME API Service and the developers.tme.eu website, in a manner that does not disrupt the operation of the developers.tme.eu website or the Electronic Services, and in a manner consistent with the provisions of generally applicable law, the provisions of these Terms and Conditions, and the customs and principles of social coexistence accepted in this regard;
 - c. not to take any action aimed at circumventing or bypassing or compromising any security measures of the TME Website, the Account or the API, or any other resources to which the User has gained access through the use of the TME API Service;
 - d. to maintain the confidentiality of, and to duly protect, access tokens, API Keys and other authentication data used to access the API, in particular against their loss, unauthorised access or use by third parties;
 - e. regular rotation of application secrets and/or API tokens to ensure an appropriate level of security;
 - f. to rotate all access tokens without delay in the event of a suspicion or confirmation that their Application, system or technical environment has been subject to a security breach;
 - g. not to disclose, either directly or indirectly, whether for consideration or free of charge, data obtained via the TME API Service to business entities that operate separate applications in any manner or for any purpose that may constitute an infringement of the Act of 30 June 2000 Industrial Property Law (Journal of Laws of 2003, No. 119, item 1117, as amended) and/or the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2003, No. 153, item 1503, as amended), as well as other legal provisions, and to refrain from infringing the intellectual property rights specified in Chapter 8;
 - h. not to send or post unsolicited commercial communications on the developers.tme.eu website or whilst using the Electronic Services, and not to post any content that contravenes generally applicable law (prohibition on posting unlawful content);
 - i. to change your Account password periodically, at least once every 6 (six) months, whilst TME may, via developers.tme.eu, require you to change Account password based on the date of the last password change;
 - j. to notify TME immediately of any suspected or confirmed security breach, in particular the loss, disclosure or unauthorised use of API Tokens/API Keys or other authentication credentials, by sending an email to developers@tme.eu; and to take steps to mitigate the effects of the breach, including generating new API Tokens/Keys;
 - k. not to create or publish any information concerning TME or its subsidiaries, to the extent not directly provided for in the Terms and Conditions, without TME's prior written consent, granted under pain of nullity.
- 3.3. Should TME have reasonable grounds to suspect that the User's activities relating to the use of developers.tme.eu, Electronic Services or the API may breach applicable laws, TME is entitled to take appropriate measures in accordance with the Terms and Conditions, including, in particular, blocking access to the TME API Service, removing the Account and reporting such suspicion to the relevant authorities, in accordance with applicable laws.
- 3.4. In order to enhance the security of API usage, TME recommends periodically renewing Application secrets and other authentication data used to authorise API requests.
- 3.5. Use of the Electronic Services, including the TME API Service, is free of charge.

4. Terms of Use of the Electronic Services

- 4.1. The User may create an Account via the developers.tme.eu website. To create an Account, the following is required:
- a. to complete the registration form;
 - b. to read and accept the Terms and Conditions (e.g. by ticking the relevant box);
 - c. to click the 'Register' button;

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- d. to click on the Activation Link sent to the User's Email Address (at the time the Account is created) — within 24 hours of receiving the message.
- 4.2. Creating an Account requires the User to provide personal data. Providing this data is voluntary, but necessary to use the electronic Services.
- 4.3. The contract for the TME API Service between the User and TME is concluded when the User clicks on the Activation Link as part of the Account registration process.
- 4.4. Use of all features of the developers.tme.eu website and the electronic Services, including submitting support requests, linking a TME Customer number on the TME website, generating API access tokens required to authorise API requests, and generating API tokens, requires the User to have an active Account.
- 4.5. TME reserves the right to make selected features of the developers.tme.eu website, electronic services or the API available exclusively to specific Users, in particular depending on the type of Account held, the scope of the User's cooperation with TME or its subsidiaries, the fulfilment of specific technical or business conditions, or on the basis of an individual decision by TME.
- 4.6. Use of the API requires the User to have an active telecommunications connection and access to the Internet.
- 4.7. For the TME API Service to function correctly, the User must have a valid and active Email Address and an application capable of sending requests to the API and receiving and processing the responses returned by the API, in accordance with the Documentation available at developers.tme.eu, which sets out the technical requirements.
- 4.8. In the event of any non-compliance of the electronic services with these Terms and Conditions, the User is obliged to cooperate with TME to a reasonable extent in order to determine whether such non-compliance stems from the characteristics of the User's digital environment. In the event of non-compliance of the developers.tme.eu website, including the TME API Service, with these Terms and Conditions, Consumers and Protected Entrepreneurs are entitled to the legal remedies provided for in generally applicable law.
- 4.9. TME does not guarantee the accuracy of data transmitted via the API.
- 4.10. TME is entitled to process and analyse technical and operational information relating to the API Tokens associated with the Account, in particular with a view to:
 - a. ensuring the proper functioning of the Application and the API,
 - b. monitoring the performance, stability and security of the API,
 - c. conducting statistical and analytical analyses,
 - d. optimising and improving the functionality of the Electronic Services and the API,
 - e. detecting errors and preventing misuse.
- 4.11. The analysis referred to above does not violate the User's trade secrets nor does it cover the content of data transmitted via the API, unless otherwise provided for by separate regulations or agreements.
- 4.12. Both at the registration stage and whilst using the TME API Service, TME may request that the User specify:
 - a. the purpose for which the API or Application is or will be used,
 - b. the website(s) on which the results of using the API are or will be displayed, in order to determine whether the use of the API in a given case infringes the law or the terms and conditions for the provision of the TME API Service set out in the Terms and Conditions, and whether the Application is suitable.
- 4.13. If TME determines that the information provided is unsatisfactory or fail to receive the information referred to in clause 4.12, TME is entitled to refuse to provide the TME API Service, to cease providing the TME API Service, or to demand that the User cease using the API.

5. Suspension or Termination of the Electronic Services

- 5.1. TME reserves the right to temporarily restrict access to the API in connection with ongoing servicing, maintenance, system updates or the resolution of failures
- 5.2. TME may also suspend or discontinue the Electronic Services, including the TME API Service or parts thereof, for valid reasons. TME will provide notice of the suspension or discontinuation of the provision of Electronic Services via the developers.tme.eu website. Notwithstanding the reasons set out in this chapter, TME is also entitled to cease the provision of Electronic Services in other cases provided for in the Terms and Conditions.
- 5.3. In the event of a reasonable suspicion of a security breach, a threat to the proper functioning of the API, or a failure to comply with security rules, TME reserves the right to:

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- a. partially or completely restrict or block access to the API on a temporary basis. Such temporary restriction or blocking of access may remain in place until the circumstances of the breach have been clarified or its effects have been remedied,
 - b. suspend or delete the Account, and consequently revoke or permanently delete all associated API Tokens/API Keys.
- 5.4. In the event of a reasonable suspicion of a breach, or a breach by the User of the law or the provisions of these Terms and Conditions, TME may, acting at its sole discretion:
- a. partially or completely, temporarily, restrict or block access to the API. Temporary restriction or blocking of access may remain in place until the circumstances of the breach have been clarified or its consequences have been rectified,
 - b. suspend or delete the Account,
 - c. notify the User of its intention to block access to the TME API Service and allow at least 24 hours for the User to provide an explanation; if the period expires without the User providing an explanation, TME shall be entitled to block the User's access to the TME API Service and, subsequently, to cease provision of the TME API Service,
 - d. in particularly justified cases, TME may immediately suspend the User's access to the TME API Service upon sending a notice of its intention to block access and set a deadline for rectifying the breaches; upon the expiry of this deadline without the User having taken action, TME shall be entitled to cease provision of the TME API Service,
 - e. cease provision of the TME API Service in the event of a material or repeated breach by the User of the law or the provisions of these Terms and Conditions, of which the User will be informed by means of an appropriate notice sent to User's Email Address.
- 5.5. TME also reserves the right to suspend or delete an Account in the event of a lack of Account Activity for at least 365 days.
- 5.6. The User may delete their Account at any time by using the relevant functionality within the Account.
- 5.7. The deletion of an Account, whether carried out by the User or by TME, results in the revocation or permanent deletion of all associated API Tokens/API Keys and other authentication data, and consequently the loss of access to the Electronic Services, including the TME API Service.
- 5.8. TME has the right to terminate the contract for the Electronic Services, subject to a 14-day notice period. In the case of Users who are Consumers or Protected Entrepreneurs, TME may terminate the contract only in the situations referred to in clause 11.1 of the Terms and Conditions. A notice of termination of the contract is sent by TME to User's Email Address. Termination of the agreement in respect of the Account following the expiry of the notice period results in the deletion of the Account.
- 5.9. If the Account or the TME Customer account on the TME Website ceases to be active, access to token generation, as well as the ability to use previously generated tokens, may be restricted or blocked.
- 5.10. The User has the right to deactivate or delete their API access tokens at any time. In such a case, the tokens cease to be active and the User loses the ability to use the API. However, they may still generate new API access tokens.
- 5.11. A User who is a Consumer or a Protected Entrepreneur and who has entered into a distance contract with TME is entitled to withdraw from such a contract within 14 days of the date of its conclusion, in accordance with the provisions of the Act on Consumer Rights. Effective withdrawal from a contract for the provision of Electronic Services is tantamount to the deletion of the Account. To meet the deadline, it is sufficient for a User who is a Consumer or a Protected Entrepreneur to submit a statement of withdrawal from the contract before the deadline expires. A User who is a Consumer or a Protected Entrepreneur may submit any unambiguous statement informing of their withdrawal from the distance contract. The statement of withdrawal may be submitted, for example, in writing or electronically to the addresses specified in clause 2.15 of the Terms and Conditions. The user may use the model withdrawal form set out in Annex 1 to the Terms and Conditions, although this is not mandatory.

6. Changes to the API, Documentation and developers.tme.eu

- 6.1. TME reserves the right to make changes to the API, the Documentation and the developers.tme.eu website, including, in particular, the right to modify the available endpoints, parameters and request and response limits, as well as to withdraw or restrict specific functionalities for valid reasons, provided that such changes do not affect the conformity of the TME API Service with the Agreement. Changes may arise, in particular, from:

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- a. technical reasons, including those relating to systems on which the TME API Service depends. In particular, this may include improving or altering existing functionalities, optimising the operation of developers.tme.eu or the TME API Service, or adapting them to applicable legal provisions,
 - b. the need to introduce editorial changes, corrections or the removal of errors,
 - c. organisational reasons,
 - d. the need to enhance security.
- 6.2. TME will inform Users via developers.tme.eu or by any other means of communication adopted by TME (e.g. by email) of the changes referred to in clause 6.1 of the Terms and Conditions.
- 6.3. TME may use API versioning, in particular to ensure the continuity of integration and to enable Users to adapt to the changes being introduced.
- 6.4. Where API versioning is used, TME may specify the support period for individual API versions and the rules governing their deprecation, which will be published in the Documentation or on developers.tme.eu.
- 6.5. The User is obliged to make the necessary changes to their systems, Applications or integrations if these are required as a result of changes made to the API, the Documentation or developers.tme.eu, in order to continue using the API. The provisions of clause 4.7 of the Terms and Conditions shall apply mutatis mutandis.

7. Liability

- 7.1. The User uses the API as provided ("as is"), without the right to make any claims against TME regarding its functionality, fitness for a particular purpose or conformity with the User's individual expectations, subject to mandatory provisions of law.
- 7.2. TME shall not be liable for technical interruptions, infrastructure failures, service work, maintenance, system upgrades or other events preventing the temporary use of the API.
- 7.3. TME shall not be liable for any consequences arising from the loss of access to the API where the User deactivates or deletes API Tokens or the Account.
- 7.4. The User bears full responsibility for all actions and any damage resulting from the incorrect, unauthorised or non-compliant use of API Tokens/API Keys or other authentication credentials assigned to their Account, including where such data is disclosed to third parties.
- 7.5. TME shall not be liable for the consequences of the User's improper or incorrect use of the API, including, in particular, the sending of incorrect API requests, failure to comply with query limits, outdated implementations in integrations, or other actions contrary to the Documentation or these Terms and Conditions.
- 7.6. TME shall not be liable for indirect damages, loss of profits, loss of data, loss of revenue or any other losses arising from the use of, or inability to use, the API.
- 7.7. TME shall not be liable for any inability to use the API resulting from the User's failure to meet the technical requirements referred to in clause 4.6 of the Terms and Conditions, or from technical problems on the part of the User or telecommunications service providers. The User shall be responsible for providing the technical infrastructure and ensure the secure storage of the components used in encrypted communication, including in particular keys, certificates, Application secrets and other data necessary to establish and maintain a secure connection with the API.
- 7.8. The User is obliged to compensate for any damage arising from failure to comply with the Terms and Conditions or the Documentation, including damage caused to third parties or to TME.
- 7.9. The limitations of liability set out in this paragraph do not affect TME's obligations arising from mandatory provisions of law which cannot be excluded or limited, in particular liability for damage caused intentionally or as a result of gross negligence.
- 7.10. The provisions of this chapter apply to Users who are Consumers and Protected Entrepreneur, subject, however, to mandatory provisions of law, in particular the Act on Consumer Rights.

8. Intellectual property

- 8.1. The Documentation and content of the electronic services, including compiled numerical data, text, graphics, audio and video, are the property of TME, its subsidiaries or third parties and are protected by law, including intellectual

- property rights and copyright. TME grants permission to use and reproduce data retrieved via the API on other websites only in accordance with these Terms and Conditions.
- 8.2. Each product photograph sent to the User via the API (hereinafter: "Photograph") is protected by a watermark. Photographs bearing a watermark are the property of TME; TME holds all economic copyrights to them. The User is authorised and obliged to use the Photographs in question for the purposes and under the conditions set out in the Terms and Conditions, exclusively with this watermark. TME does not permit the modification of the Photographs.
 - 8.3. In order to enable the use of developers.tme.eu in accordance with the Terms and Conditions, TME grants the User a non-exclusive, non-transferable, indivisible licence to use developers.tme.eu without territorial restrictions and solely for the duration of the User's use of developers.tme.eu. The licence does not include the right to grant sublicences.
 - 8.4. The licence referred to in clause 8.3 authorises the User to temporarily reproduce developers.tme.eu by displaying it in a web browser. The licence does not cover the source code of developers.tme.eu, rights to create derivative works or the right to make any changes to developers.tme.eu, and does not result in the loss of any rights held by TME or its subsidiaries in relation to developers.tme.eu.
 - 8.5. TME grants the User, free of charge, a non-exclusive, revocable, worldwide licence, for the duration of the TME API Service and provided that the User holds a valid API Token/API Key, to use the content obtained via the API in native desktop applications (for personal use) and to view and display it on a website owned by the User — without the right to create derivative works or to grant any further licences or transfer rights under the licence granted.
 - 8.6. It is prohibited to reproduce or duplicate the Photographs and other information and materials obtained via the API in printed form. This restriction does not apply to the reproduction of the Documentation for the User's own purposes to the extent necessary to enable the User to use the API correctly.
 - 8.7. Where content sourced from the TME API is made available in the User's applications and services, e.g. on a website, the User is required to state: "Data [powered by TME.eu](#) Data – no guarantee of data accuracy".
 - 8.8. The User is obliged to inform persons who, through the User, are able to view content obtained via the API, at the point where such content is made available (on a website, in a computer programme, etc.), in a clear, complete and non-misleading manner, that all intellectual property rights to the content obtained via the API are vested in TME, its subsidiaries, the manufacturers of the goods and/or other entities acting as their creators and/or owners.
 - 8.9. The information obligation referred to in clause 8.8 of the Terms and Conditions shall not apply where the API is used solely to retrieve content not subject to intellectual property rights or copyright (e.g. stock levels).
 - 8.10. Upon TME ceasing, for any reason, to make the API available to the User, all licences granted to the User in respect of the API shall expire, and the User shall be obliged to immediately remove from the Application or destroy all data and materials obtained through the use of the API or in connection with the use of the API.
 - 8.11. Should the User become aware of any infringement or suspected infringement of intellectual property rights relating to any content obtained using the API, and/or the API, the User is obliged to notify TME of this fact without delay and to immediately cease using such content until written confirmation is received from TME that it may be used.

9. Confidentiality

- 9.1. In order to ensure the proper functioning of the TME API Service, it may be necessary to disclose Confidential Information to the User.
- 9.2. Should the User receive Confidential Information, they undertake to:
 - a. keep the Confidential Information strictly confidential,
 - b. use the Confidential Information solely for the purposes and to the extent specified by TME,
 - c. not copy or reproduce the Confidential Information without TME's prior consent.
- 9.3. Upon written request from TME, the User is obliged to return all Confidential Information promptly, together with any copies and derivative works, regardless of the form in which it was received. The User shall provide TME with a written declaration confirming that all documents containing Confidential Information which have not been returned to TME have been destroyed.
- 9.4. The obligation of confidentiality shall remain in force for the duration of the contracts for the provision of Electronic Services and for a period of 10 years following their termination or expiry for any reason.

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10. Complaints and Out-of-Court Dispute Resolution

- 10.1. The User is entitled to lodge a complaint regarding the operation of the developers.tme.eu website and the provision of Electronic Services. A complaint may be lodged, in particular, (i) electronically to the Email Address: developers@tme.eu or (ii) in writing to the address: Transfer Multisort Elektronik, ul. Rozalii 1, 93-351 Łódź, marked 'developers.tme.eu'. To facilitate the handling of the complaint, the complaint submission should include the User's details (in particular: first name and surname, email address) and a description of the issues raised, including the website address and the type of web browser used.
- 10.2. Complaints will be dealt with by TME without delay, no later than within 14 days of receipt of the complaint.
- 10.3. If a complaint submitted contains deficiencies that prevent it from being processed, TME will, if it deems it necessary for the proper processing of the complaint, promptly request the complainant to provide the missing information.
- 10.4. TME will send its response to the complaint to the Email Address provided, unless the User specifies another channel of communication.
- 10.5. Depending on the content of the submission, notifications concerning the functioning of Electronic Services, including the TME API Service, may be classified as complaints, technical information or suggestions, subject to mandatory legal provisions, in particular the Act on Consumer Rights.
- 10.6. A User who is a Consumer has the right to make use of out-of-court complaint handling and redress procedures. Detailed information on the possibility of using out-of-court complaint handling and redress procedures, as well as the rules governing access to these procedures, is available at the offices and on the websites of district (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection, and at the following website addresses: <https://uokik.gov.pl/stale-sady-polubowne> and <https://polubowne.uokik.gov.pl/rejestr,5.pl.html>.
- 10.7. The use of out-of-court complaint handling and redress procedures is voluntary. This provision is for information purposes only and does not constitute an obligation on the part of TME to use out-of-court dispute resolution procedures.

11. Amendments to the Terms and Conditions

- 11.1. TME reserves the right to amend the Terms and Conditions for valid reasons. The following are considered valid reasons:
 - a. a change in legislation affecting the operation of developers.tme.eu, the Application and the provision of electronic services, or a change in the interpretation of such legislation resulting from court rulings, decisions, recommendations or guidelines issued by the relevant authorities,
 - b. a change in the operation of developers.tme.eu, the API or the Electronic Services caused by: (i) technical or technological considerations, (ii) measures taken to prevent or eliminate abuse or improper practices relating to the use of Electronic Services, or (iii) the introduction of new electronic services or functionalities, or the modification or withdrawal of existing ones,
 - c. a change to the terms and conditions governing the provision of the Electronic Services.
- 11.2. TME informs Users of any changes to the Terms and Conditions via:
 - a. a message displayed on the developers.tme.eu website upon login,
 - b. publishing the updated version of the Terms and Conditions on developers.tme.eu,
 - c. sending information about the amendment to the Terms and Conditions to the User's Email Address.
- 11.3. Amendments to the Terms and Conditions come into force:
 - a. on the date specified in the notification of the amendment to the Terms and Conditions, provided that this date is no earlier than 14 days after the date on which the User was sent the notification of the amendment, or
 - b. if no date is specified – 14 days after the date on which the User was sent notification of the amendment to the Terms and Conditions in accordance with clause 11.2 above.
- 11.4. Continued use of developers.tme.eu or the Electronic Services, including the TME API Service, after the amendments come into force shall constitute the User's acceptance of the amended Terms and Conditions.
- 11.5. If the User does not accept the amendments to the Terms and Conditions, they have the right to cease using developers.tme.eu and the Electronic Services. The User is obliged to inform TME of their rejection of the

amendments of the Terms and Conditions by sending an email to: developers@tme.eu (termination of contracts relating to the provision of Electronic Services). Upon receipt of such notification, TME shall promptly give effect to the User's termination of use of the Electronic Services, which shall result in the deletion of the Account on the developers.tme.eu website, together with all access Tokens.

- 11.6. In the case of Users who are neither Consumers nor Protected Entrepreneurs, the Terms and Conditions may be amended at any time and for any reason. In such cases, amendments to the Terms and Conditions shall come into force on the date specified in the notice of amendment, or, if no such date is specified, 14 days after the date of publication of the new version of the Terms and Conditions.

12. Personal data

- 12.1. The controller of the personal data processed as part of the TME API Service is Transfer Multisort Elektronik Sp. z o.o., with its registered office in Łódź at ul. Ustronna 41. For matters relating to the protection of personal data, please contact the Data Protection Officer by email at: dpo@tme.eu or in writing to the address of TME's registered office.
- 12.2. Users' personal data is processed in accordance with the principles set out in Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter: 'GDPR'.
- 12.3. The provision of personal data by the User (namely: first name, surname, company name and Email Address) is voluntary but necessary for the successful creation of an Account in accordance with the terms set out in the Terms and Conditions.
- 12.4. Use of the TME API Service may also involve the processing of a wider range of data than that provided at the stage of creating an Account, including: IP address, technical identifiers (API Token/API Key) and system logs.
- 12.5. Data collected in connection with the User's use of the TME API Service is processed:
- for the purpose of performance of the contract – the provision of electronic services (legal basis: Article 6(1)(b) of the GDPR) for the duration of the contract in accordance with the terms set out in the Terms and Conditions,
 - in the legitimate interests of TME, consisting in ensuring the security of the IT infrastructure and establishing, pursuing or defending against claims – for the duration of the limitation period for claims as provided for by law (based on Article 6(1)(f) of the GDPR) or until that legitimate interest has been achieved (or an objection has been effectively lodged).
- 12.6. TME is authorised to process and analyse technical and operational information relating to API Tokens associated with the Account to the extent described in clause 4.10. of the Terms and Conditions, which, to the extent that it may lead to the processing of personal data, also constitutes a legitimate interest of the controller (Article 6(1)(f) of the GDPR), in particular consisting in conducting analyses and compiling statistics. In such a case, processing may continue until the legitimate interest has been achieved (or an objection has been effectively lodged).
- 12.7. Personal data collected as part of the TME API Service may be disclosed to authorised entities under the provisions of the law. Recipients of the data may also include entities providing support services to TME, such as legal, accounting, tax and consultancy services, entities operating TME's IT systems, as well as other entities to whom TME, as the controller, has entrusted the processing of data on its behalf and for its benefit.
- 12.8. In accordance with the provisions of applicable law, and in particular the provisions of Chapter III of the GDPR, the User is entitled to the following rights relating to the processing of personal data:
- the right of access to data,
 - the right to rectification,
 - the right to erasure of data,
 - the right to data portability,
 - the right to restriction of processing,
 - the right to lodge a complaint with the President of the Office for Personal Data Protection if, in the User's opinion, the processing infringes the provisions on the protection of personal data.
- 12.9. To the extent that the basis for processing is TME's legitimate interest, the User has the right to object to the processing in accordance with the rules set out in Article 21 of the GDPR.
- 12.10. The User will not be subject to a decision based solely on automated processing, including profiling, in accordance with the rules set out in Article 22 of the GDPR.

- 12.11. Users' data processed in connection with the use of the TME API Service will, as a general rule, be processed within the European Economic Area (hereinafter: 'EEA'). If, in connection with TME's cooperation with third parties, data is transferred outside the EEA, TME will ensure that data is transferred only where necessary and justified, and in accordance with the requirements set out in Chapter V of the GDPR. A copy of the safeguards applied when transferring data to such countries can be obtained by contacting TME (contact details set out in Chapter II, point 15).

13. Final provisions

- 13.1. The use of Electronic Services involves specific risks inherent in the use of the Internet (e.g. viruses).
- 13.2. Without the prior written consent of TME, a User who is neither a Consumer nor a Protected Entrepreneur may not transfer their rights and obligations relating to the use of the Electronic Services to a third party.
- 13.3. To the extent permitted by law, the Electronic Services and all legal relationships arising from these Terms and Conditions shall be governed by Polish law, excluding any conflict of laws provisions.
- 13.4. Any disputes shall be settled by the ordinary court having jurisdiction over the registered office of TME. This provision does not apply to the settlement of disputes with Consumers or Protected Entrepreneurs. In such cases, the jurisdiction of the court shall be determined in accordance with generally applicable legal provisions.

Transfer Multisort Elektronik Sp. z o.o.

Siedziba: ul. Ustronna 41, 93-350 Łódź, Polska
Adres do korespondencji: 90-951 Łódź 40, PO BOX 2071
tel. +48 42 645 55 55, fax +48 42 645 55 00, tme@tme.pl, www.tme.pl

NIP: 729-010-89-84, REGON: 473171710, BDO: 000006165
Sąd Rejonowy dla Łodzi-Śródmieścia, nr KRS: 0000165815, kapitał zakładowy: 3 300 000 zł

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Annex 1

(this form should be completed and returned only if you wish to withdraw from the contract)

Transfer Multisort Elektronik Sp. z o.o.
90-951 Łódź 40, PO BOX 2071
developers@tme.eu

– I/We(*) hereby give notice(*) of my/our withdrawal from the contract of sale for the following goods(*) the contract for the supply of the following goods(*) the contract for specific work consisting of the manufacture of the following goods(*)/the provision of the following service(*)

– Date of conclusion of the contract (*)/date of receipt(*)

– First name and surname of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only if the form is submitted in paper form)

– Date

(*) Delete as appropriate.

Transfer Multisort Elektronik Sp. z o.o.

Siedziba: ul. Ustronna 41, 93-350 Łódź, Polska
Adres do korespondencji: 90-951 Łódź 40, PO BOX 2071
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