RETAIL RADAR TERMS OF SERVICE

Effective date: 23.10.2026, RR_ToS_v261023

These Terms describe the rules on which we provide you with the Retail Radar tool. The Terms and the Order together form the agreement. If the Order provides otherwise than the Terms, the Order prevails.

§ 1. Who we are

1. Retail Radar is operated by Moja Gazetka sp. z o.o., with its registered office in Racibórz (ul. Starowiejska 84a, 47-400 Racibórz, Poland), entered in the register of entrepreneurs of the National Court Register (KRS) under number 0000949592, NIP (tax ID) 6392024405, REGON 521107973, share capital PLN 10,000. In these Terms we refer to ourselves as “we”.
2. You have a dedicated account manager. We name them in the Order and in the welcome email. The account manager answers questions about the agreement, the Package and Seats.

§ 2. Glossary

1. In the Terms and in the Order we use the following terms:
    - **Retail Radar** - our online tool for analysing prices and promotions in stores, available at retailradar.pl.
    - **You** (in the Order: the Client) - a business or institution that has entered into an agreement with us.
    - **User** - a person to whom you have given access to Retail Radar.
    - **Seat** - one Retail Radar account for one User.
    - **Package** - the scope of access and the number of Seats specified in the Order.
    - **Order** - a document in which you choose a Package, accept the Terms and may agree additional terms with us.
    - **Trial Period** - free access to Retail Radar before the first paid Billing Period.
    - **Billing Period** - a month or a year for which you pay in advance.
    - **Client Data** - saved filters, lists, notes and reports that you or Users have created in Retail Radar. Client Data does not include the offer database, leaflets, graphics or any other content that we make available.

§ 3. How Retail Radar works

1. Retail Radar is an analytical tool. We collect and organise data from retail chains' promotional leaflets to show prices, promotions, product presence and trends.
2. We process or generate some of the data and analyses automatically, including with the use of artificial intelligence. Therefore, the data may contain errors, inaccuracies or gaps.
3. Retail Radar is provided for information and support purposes. It is not advice or a business recommendation. We do not guarantee you any particular economic, sales or financial results. Before making an important business decision, you verify the relevant information yourself.

§ 4. How we conclude the agreement

1. The Terms are available free of charge at retailradar.pl. We also attach them to every Order. You may download, save and print them at any time.
2. The agreement for paid access is concluded when both parties sign the Order. The Order may be signed with an electronic signature, via a document signing platform or by exchanging scans. By signing the Order, you accept the Terms in the version specified in the Order.
3. The agreement for the Trial Period is concluded when a person authorised to represent the company requests a trial by email from a company address or via the trial request form and accepts the Terms. In response, we confirm the start of the trial and send the Terms.
4. When logging in for the first time, each User confirms that they have read the Terms and the User Rules. The User Rules are a short extract from the Terms and constitute Appendix 1 to the Terms.
5. Retail Radar is a service for businesses and institutions, such as universities, for market analysis in the course of their activities. We do not enter into agreements with consumers. The purpose for which you use Retail Radar is described in the Order. By entering into the agreement, you represent that you use Retail Radar in the course of your business or professional activity and that the agreement is of a professional nature for you.
6. Universities and research institutions may order an Education Package. In that case, the Client is the university, and students, doctoral candidates and teaching staff are its Users. We create accounts for addresses in the university's domain. Their validity period, for example a semester or an academic year, is set out in the Order. The Education Package may not be used for commercial purposes. The university is responsible for ensuring that its Users comply with the Terms.

§ 5. Access and accounts

1. We give you access to Retail Radar within the scope of the Package specified in the Order. Retail Radar is an online tool accessed through a web browser (SaaS) - you do not install any software.
2. For the term of the agreement, you may use Retail Radar within the number of Seats and solely for the purposes of your own business. We also give the same access to other clients (non-exclusive right). You may not transfer it to another company or grant sublicences.
3. You choose the Package, the number of Seats and the Billing Period in the Order. You may later change the number of Seats by email from the address specified in the Order. Such a change does not require an amendment.
4. A Seat is one account for one User. Accounts may not be shared. You may reassign a Seat to another person, for example when an employee leaves. An email notification is sufficient.
5. If we notice that several people are using one account, for example through simultaneous logins from different locations, we will ask you to purchase additional Seats. If you do not do so within 7 days, we may block that account.
6. We activate new Seats once the order is confirmed by email. The fee for them is calculated pro rata until the end of the current Billing Period. If the new number of Seats exceeds the Package limit, we will offer you a higher Package.
7. A reduction in the number of Seats takes effect from the next Billing Period: with monthly billing from the following month, with annual billing from the following year. We do not refund fees for the current period.
8. You are responsible for your Users as for yourself. You and the Users must protect their login credentials. If you suspect that an unauthorised person has access to an account, you must notify us immediately. Following such a notification, or in the event of a documented suspicion, we may block the account and issue new login credentials.
9. Without our consent, you and the Users may not:
    - share or resell access to other persons,
    - download data automatically (scraping, bots, scripts) or circumvent export limits,
    - systematically extract data, circumvent Retail Radar’s security measures or attempt to reverse engineer its code,
    - create a competing database or service from Retail Radar data,
    - use Retail Radar data for text and data mining or for training or fine-tuning artificial intelligence models.

10. These prohibitions do not restrict the ordinary use of insubstantial parts of the database within the Package, i.e. individual offers and summaries that you search for and download in your day-to-day work.
11. If you breach these rules, we will first request you by email to cease the breach. If that does not help, we may suspend access. If the security of Retail Radar is at risk, we may suspend access immediately. In that case, we will inform you on the same day.
12. To use Retail Radar, you need a computer with internet access and a current version of Chrome, Edge, Firefox or Safari with JavaScript and cookies enabled.
13. To protect Retail Radar and the data, we may apply technical limits, for example on the number of records in a single export or the number of queries within a given time. Current limits are shown in the dashboard.

§ 6. Prices and payments

1. Prices and the scope of the Packages are set out in the Order. All prices are net monthly prices. VAT is added to them.
2. Discounts, including the annual billing discount, are specified in the Order. With annual billing, the annual price stated in the Order applies.
3. You pay in advance for each Billing Period, within 14 days of the invoice being issued. We issue the invoice at the beginning of the Billing Period in the National e-Invoicing System (KSeF). The date of receipt of the invoice is deemed to be the date on which it is assigned a KSeF number. We send a PDF copy by email for information purposes.
4. We may change our prices. We will inform you of this by email at least 30 days in advance. The new price applies from the next Billing Period, and with annual billing from the next year. If you do not accept the new price, you may opt out of renewing the agreement before the new price takes effect.
5. If you are late with a payment, we may charge statutory interest for delay in commercial transactions. If you also fail to pay within an additional period of at least 7 days, which we will specify by email, we may suspend access until payment is made.

§ 7. Availability, support and data

1. We set up accounts within 3 business days of receiving the Users' details from you. We need the first name, last name and email address of each User.
2. We provide technical support by email at mojagazetka@mojagazetka.com on business days from 8:00 to 16:00.
3. We guarantee 99% availability of Retail Radar in each calendar month. We measure availability for logging in and searching for offers. The following are not counted as downtime:

- maintenance announced at least 48 hours in advance and carried out at night, up to 4 hours per month in total,
- failures at infrastructure providers that are beyond our control,
- force majeure and causes attributable to you,
- delays in the publication of leaflets by retail chains.

4. If availability in a given month falls below that level, we will reduce the fee for that month by 5% for each commenced 0.5 percentage point below the threshold, up to a maximum of 25%. You submit the request by email within 30 days of the end of that month. This is your sole remedy for lower availability. This does not apply to damage caused intentionally.
5. The availability guarantee does not cover the completeness or timeliness of the data, nor the Trial Period.
6. The scope of the data depends on which leaflets and materials are available and may change. We do not guarantee that the data covers all chains, products, promotions and periods. The absence of data in Retail Radar does not mean that a given offer was not on the market.
7. We may update, correct and supplement the data, including retroactively. We may also develop and change Retail Radar.
8. If a change materially limits the functions you use, we will notify you at least 30 days in advance. You may then terminate the agreement with immediate effect, and we will refund the fee for the unused prepaid period.
9. You submit complaints by email to the support address. Please describe the problem and provide the login of the User concerned. We respond within 30 days.

§ 8. Rights to Retail Radar, data and materials

1. All rights to Retail Radar - its software, look and feel, methodology, indicators (for example the visibility score) and database - belong to us or our licensors. The agreement does not transfer these rights to you. Nor do we grant any licence to the leaflet content, photos or logos displayed in Retail Radar.
2. You may use reports, summaries and exports from Retail Radar solely for the purposes of your own business. You may share them with your employees, associates and advisers who maintain confidentiality. You may share them with companies in your corporate group only under the Enterprise Package or if you name those companies in the Order. You may continue to use downloaded reports in this way after the agreement ends.

3. Publishing, reselling or distributing data from Retail Radar requires our consent. This applies in particular to advertising campaigns, outdoor advertising, press materials and online publications.
4. Without our consent, you may cite individual data points and results from Retail Radar in presentations and materials for your business partners, for the purposes of your own business. Universities may cite summaries and charts in theses, scientific publications and teaching materials, to the extent of insubstantial parts of the database. In each case you must indicate the source: “Source: Retail Radar, Moja Gazetka sp. z o.o., [download date]”. This consent does not cover graphics from leaflets. You may not suggest that a cited result is our assessment of the quality of a brand or product.
5. Leaflets, graphics, product photos, and the names, trademarks and logos of retail chains and brands belong to their respective owners. We use them solely to indicate whose offers and products the data relates to. You do not acquire any rights to them. You may use export files containing images internally only.
6. Retail Radar is not affiliated with any retail chains or brand owners. It is not sponsored or authorised by them unless we expressly state otherwise. Displaying a name or logo does not imply cooperation or endorsement. If a rights holder notifies us of an objection to any material, we may remove it or restrict access to it.
7. The visibility score and the Brands ranking are our indicators. We calculate them using our methodology based on data from promotional leaflets. They describe how often and how prominently brands appear in leaflets. The indicators are not an assessment of the quality of brands or products and are not an index within the meaning of the regulations on financial instruments. Labels such as LIDER and HOT describe only changes in the indicator.

§ 9. Liability

1. We are not liable for your business decisions made on the basis of Retail Radar data or for the consequences of using data that you have not verified.
2. We are not liable for lost profits or indirect damage, including loss of revenue, savings or business opportunities.
3. We are not liable for damage resulting from errors, inaccuracies or gaps in the data if we acted with due diligence.
4. Our total liability to you under the agreement is limited to the net amount you paid us in the 3 months preceding the event that caused the damage. If the agreement has been in force for a shorter time, the entire period to date applies. We accept no liability for damage during the Trial Period.

5. The above limitations do not apply to damage caused intentionally or in any other cases where their exclusion or limitation is not permitted by law.
6. If you or the Users use data or materials from Retail Radar in breach of the Terms and a third party brings claims against us as a result, you will indemnify us and cover the reasonable costs of our defence.

§ 10. Term and termination of the agreement

1. The agreement is concluded for an indefinite period, in successive Billing Periods - monthly or annual, as specified in the Order. Each Billing Period renews automatically for another period of the same length unless you opt out of renewal.
2. You may opt out of renewal by email: with monthly billing no later than 14 days, and with annual billing no later than 30 days, before the end of the current Billing Period. The agreement then expires at the end of the paid Billing Period.
3. We may end the agreement in the same way. We will notify you at least 30 days before the end of the Billing Period with monthly billing and 90 days with annual billing.
4. As a rule, we do not refund fees for a paid Billing Period. We will refund a proportionate part of the fee if you terminate the agreement:
    - due to our material breach of the agreement,
    - following a material limitation of Retail Radar's functions (§ 7(8)),
    - with 2 months' notice in order to switch provider (section 6) - in which case we refund the fee for the full unused months, less the discount granted for annual payment.
5. Either party may terminate the agreement with immediate effect if the other party materially breaches the agreement and fails to cease doing so within at least 7 days of a request sent by email. A material breach on your part includes, in particular: payment arrears exceeding 14 days, sharing access with other persons, automated data downloading or building a competing database.
6. You may terminate the agreement with 2 months' notice in order to switch provider or to have Client Data deleted. For 30 days after the end of the agreement, you may download Client Data in the format we make available in the dashboard. After that, we delete it. We do not charge any fees for switching to another provider. The rules in this section do not apply during the Trial Period.
7. When the agreement ends, access for all your Users expires. We delete saved filters and settings after 30 days. You may continue to use downloaded reports internally. The confidentiality obligation continues to apply.

§ 11. Confidentiality and references

1. Each party keeps confidential the other party's confidential information obtained in connection with the agreement. This does not apply to information that is publicly available, was previously lawfully known, or is disclosed at the request of authorities within the limits of the law. A party may disclose confidential information to its advisers and to companies in its group if they maintain confidentiality.
2. The confidentiality obligation continues for 5 years after the agreement ends, and in the case of trade secrets for as long as the information retains that character.
3. We may publicly state that you are our client and display your name and logo, for example on our website. You may withdraw this consent at any time by email. We will then remove the information within 14 days.

§ 12. Users' personal data

1. The controller of Users' personal data is Moja Gazetka sp. z o.o. We process first names, last names, email addresses, logins and data on activity in Retail Radar.
2. We process the data to provide access and support (performance of the agreement with you and our legitimate interest), to protect the security of Retail Radar and detect breaches of the Terms (legitimate interest), and to settle accounts with you (legal obligation).
3. We store the data for the term of the agreement and thereafter for the limitation period for claims. We share it with the IT service providers we use, for example hosting providers.
4. Users have the right to access, rectify and erase their data, to restrict its processing, to object, and to lodge a complaint with the President of the Personal Data Protection Office (UODO). Contact for data protection matters: mojagazetka@mojagazetka.com.
5. We send the information in sections 1-4 (the personal data notice) to each User in the welcome email. You confirm that you are entitled to provide us with Users' data and you inform them of this transfer.
6. If, at your request, we prepare activity reports on your Users, we process the data on your behalf to that extent and enter into a data processing agreement with you.

§ 13. Contact, changes to the Terms and final provisions

1. For matters relating to the agreement, such as changing the Package or Seats or opting out, please write to mojagazetka@mojagazetka.com. For technical support and complaints, please write to mojagazetka@mojagazetka.com. Your address is specified in the Order. Messages sent from these addresses are binding on the parties.
2. The parties submit opt-outs from renewal, terminations and amendments to the agreement at least in documentary form, for example by email from the address

specified in the Order. A change of contact address takes effect once the other party has been informed.

3. A party is not liable for failure to perform its obligations due to an event beyond its reasonable control, to the extent and for the duration of that event.
4. We may amend the Terms only for valid reasons. These are:
   - a change in the law or a decision of an authority that affects us,
   - a change in the scope or functions of Retail Radar that does not materially worsen the service,
   - security reasons,
   - a change in data sources, for example when a chain stops publishing leaflets,
   - a change in prices from a new Billing Period.

5. We will inform you of a change by email at least 30 days before it takes effect. If you do not accept the changes, you may opt out of renewing the agreement. The agreement then ends at the end of the paid Billing Period. Until then, the existing Terms apply.
6. We may use subcontractors and IT service providers. We are responsible for them as for ourselves. You may not transfer the agreement to another company without our consent. We may transfer the agreement to a company in our group or to a legal successor that will operate Retail Radar. We will inform you of this by email.
7. The agreement is governed by Polish law. Before referring a matter to court, the parties will try to resolve the dispute amicably within 30 days. Disputes will be settled by the court having jurisdiction over our registered office.