TERMS AND CONDITIONS TERMS AND CONDITIONSSERVICES ELECTRONICALLY SHAPEHOME

§ 1. General provisions

1. These Terms and Conditions set out the rules for using the shapehome.art website and the app.shapehome.art application, for the conclusion and performance of contracts for digital services, and the rights and obligations of the Service Provider and Users.

2. The Service Provider is Couchlab Prosta Spółka Akcyjna, with its registered office in Busko-Zdrój, ul. Tadeusza Kościuszki 60, 28-100 Busko-Zdrój, KRS 0000925977, NIP 6551982901, REGON 520140135, email:kontakt@shapehome.art .

3. These Terms and Conditions are made available free of charge prior to the conclusion of the contract in a manner that allows them to be obtained, accessed and stored on a durable medium.

4. The services are available in Polish and English. In the event of any discrepancy, the Polish version shall prevail, subject to the mandatory provisions of the law applicable to the consumer.

§ 2. Definitions

1. The terms used in these Terms and Conditions shall have the following meanings:

a) Application – the ShapeHome web application available at app.shapehome.art;

b) Website – the website available at shapehome.art;

c) Account – the User's individual profile within the Application, access to which is provided by a login code sent to their email address;

d) Consumer – a natural person entering into a contract not directly related to their business or professional activity; the provisions concerning the Consumer also apply to a natural person entering into a contract directly related to their business activity, where it is apparent from the content of the contract that it is not of a professional nature for them, as evidenced in particular by the scope of business activity as recorded in the CEIDG;

e) Project – a collaborative space comprising files, drawings, worksheets, stages, comments, attachments, reports and project members;

f) User – a natural person, a legal person or an organisational unit without legal personality, using the Website or the Application;

g) Service Provider – Couchlab PSA, as referred to in § 1(2);

h) Roles – the permissions of the Architect, Investor, Co-investor, Specialist and Observer within a Project, as described in § 7;

i) Plan – a paid service option: a Subscription Plan, automatically renewed in successive billing periods, or a One-off Plan, paid for once per Project; the names, scope of functions, storage limit per Project and prices of individual Plans are set out in the Price List;

j) Functionality – the ability of the services to perform their functions in accordance with their intended purpose;

k) Compatibility – the ability of the services to interoperate with computer hardware or software typically used with digital services of the same type, without the need for conversion;

l) Interoperability – the ability of services to work with computer hardware or software other than that typically used to access services of the same type;

m) Price List – the current list of prices for Plans, billing periods and the method of calculating charges, available at shapehome.art/cennik and within the App;

n) ShapeHome – a service provided by the Service Provider via the Website and the App.

2. For the purposes of interpreting these Terms and Conditions, words used in the singular include the plural and vice versa; the expressions ‘including’ and ‘comprising’ denote an open list; and the headings of paragraphs are for clarity only and do not affect the interpretation.

3. Information on the Functionality, Compatibility and Interoperability of the services is set out in § 3–4 and in the App.

§ 3. Services

1. Through ShapeHome, the Service Provider facilitates collaboration between the Architect and the Client on a house design project, in particular by uploading PDF drawings and images, managing worksheets and stages, adding comments pinned to drawings, hand-drawn annotations and attachments, comparing versions, approving stages, creating PDF reports, storing Project documents, searching for content within the Project, exporting Project data, and sending email notifications.

2. Project documents may include, in particular, local development plans, planning consent, permits, maps, geotechnical reports and title deeds. The Service Provider does not assess their accuracy, completeness or suitability for the implementation of the development.

3. The Service Provider does not provide design, architectural, construction, legal, surveying or investment consultancy services.

4. The services may be amended within the limits specified in § 13.

§ 4. Technical requirements

1. To use the service, you will need: a device with internet access; an up-to-date version of Chrome, Firefox, Safari or Edge – one of the two most recent major versions; JavaScript enabled; cookies set in accordance with the User’s preferences; and a valid email address.

Login is password-free. The six-digit code sent by email is valid for 15 minutes and may only be used by the person with access to the email account.

3. Any restrictions arising from the device, browser, network, email filters or the User’s settings do not constitute a fault in the service, provided the Service Provider has supplied the required information.

§ 5. Security Risks

1. The User should protect access to their email, login codes and devices, must not disclose codes to other people, and should use up-to-date software and anti-virus protection.

2. Using the internet involves risks such as data interception, phishing, malware and network outages. The Service Provider implements security measures commensurate with the risks, but does not guarantee the elimination of all threats.

§ 6. Account, login and conclusion of the contract

1. An account is created upon the first successful login or upon acceptance of an invitation to a project. The User must provide true and up-to-date details necessary for the service to function.

2. The invitation may specify the project and the User’s Role. The User must not share the invitation with unauthorised persons.

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3. A contract for free access is concluded by creating an account or accepting an invitation. A paid contract is concluded upon successful payment for the selected Plan; the Service Provider sends confirmation of the conclusion of the contract on a durable medium.

4. The button completing a paid purchase is labelled ‘Order and pay’ or another equivalent, unambiguous phrase.

§ 7. Projects and roles

1. The Architect manages the project and may invite members and assign roles to them. The Investor may comment on and approve stages. A Co-investor may comment. A Specialist may upload specialist drawings. An Observer has view-only access.

2. The scope of permissions may depend on the project settings. The architect is responsible for invitations, the correctness of roles and the basis for sharing data with project members.

3. Users must not access the project beyond the scope of their assigned role or circumvent security measures.

§ 8. Plans, prices and payments

1. The names of the Plans, the scope of their features, prices, billing period and method of calculating charges, including those for workstations, are set out in the Price List. The price indicated to the User at the time of placing the order is binding.

2. Plans are offered as Subscription Plans, to which § 10 applies, or One-off Plans, to which § 11 applies.

3. Those invited to the project as an Investor, Co-investor or Observer may use the service free of charge. Working as an Architect, including on a project paid for under a one-off plan, requires your own subscription plan or an active trial period.

4. For teams, the Service Provider may prepare a bespoke subscription plan offer, including annual billing and implementation support; where matters are not covered by the offer, the Terms and Conditions shall apply.

5. Payments are processed by Stripe Checkout (Stripe Payments Europe Ltd., based in Dublin, Ireland, and Stripe, LLC, USA). The Service Provider issues invoices using Stripe tools (including
Stripe Invoicing and Stripe Tax). Details of data processing are set out in the Privacy and Cookies Policy.

6. Consumers are quoted the gross price, whilst business customers are quoted the net price and the VAT due, unless otherwise provided for by law. Information on a reduced price reflects the lowest price from the 30 days prior to the reduction. The Service Provider does not personalise prices based on automated decision-making.

7. Each Plan includes a storage limit per Project, as specified in the Price List. Once the limit is reached, the addition of new files to the Project may be suspended until space is freed up or a Plan or upgrade with a higher limit is purchased; existing content remains accessible. The Service Provider shall notify the User when the limit is approaching. A reduction in the limit under existing contracts constitutes a change to the price or service and is subject to § 10(3) or § 13(4).

§ 9. Trial period and read-only mode

1. The trial period lasts 14 days, does not require a credit card and does not automatically convert into a paid plan. The trial period itself does not shorten the statutory withdrawal period if a paid contract is subsequently concluded.

2. Upon expiry of the trial period or a paid Plan, Projects switch to read-only mode for an indefinite period. Drawings, comments, approvals and documents remain accessible to all Project members, whilst adding and editing content requires the purchase of a Plan.

3. Data in read-only mode is deleted only at the User’s request (deletion of an Account or Project), following termination of the contract by the Service Provider in accordance with § 19(2), or in the event of the cessation of service provision in accordance with § 13(5). Once data has been deleted from the production system, rotational backups expire within 30 days, subject to data that must be retained by law or for the defence against claims.

§ 10. Subscription Plan

1. The subscription plan is automatically renewed for the next billing period specified in the Price List or in the offer, using the same payment method, unless the User cancels it via the Stripe portal. Cancellation is possible at any time and takes effect at the end of the paid billing period.

Cancellation does not constitute a withdrawal from the contract and, as a general rule, does not entitle the User to a refund for the period that has already commenced and been paid for. The right of withdrawal is set out in § 12.

3. The Service Provider may change the price for a valid reason, in particular changes to infrastructure costs, taxes, features or regulations. The change does not apply to a period that has already been paid for and takes effect at the earliest from the next billing period, following notification to the User at least 30 days in advance. The User may terminate the contract before the new price comes into effect. A change to the Price List does not constitute an amendment to the Terms and Conditions; this paragraph applies to contracts concluded prior to the change.

4. An increase in the number of workstations or a change in the architect's role may result in a change to the price from the next billing period.

5. If the payment cannot be collected, the Service Provider shall inform the User of this by email. If payment is not made within 7 days of this notification, access to the Plan shall switch to read-only mode in accordance with § 9.

§ 11. One-off Plan

1. The one-off Plan involves a single payment for one Project in the amount specified in the Price List, with no subscription fee and no automatic renewal.

2. The fee covers access to the Project for an indefinite period, including the storage of its content without any time limit, subject to the disk space limit specified in § 8(7), and free participation by invited Co-investors and Observers.

§ 12. Right of withdrawal

1. A consumer and an entrepreneur with consumer rights may withdraw from a paid contract within 14 days of its conclusion, without giving any reason. The information notice and the withdrawal form are set out in Annexes 2 and 3.

2. The service is provided on a continuous basis. If the customer has expressly requested that the service commence before the expiry of the 14-day period, they shall, in the event of withdrawal, pay an amount proportionate to the service provided up to the time of withdrawal. If they have not requested the service to commence or have not been properly informed, they shall not be liable for this proportionate charge.

3. Withdrawal does not require the use of the Stripe portal; you may use the form or submit an unambiguous statement tokontakt@shapehome.art . The service provider shall confirm receipt of the statement on a durable medium.

4. A refund will be issued within 14 days of receipt of the notice, using the same payment method, unless the customer has expressly agreed to a different method.

5. Opting out of automatic renewal does not trigger a new withdrawal period. A trial period without a card does not shorten the period counted from the date of purchase.

6. Following withdrawal, the Service Provider may block access. At the customer's request, the Service Provider shall make content supplied by the customer available in a machine-readable format, subject to the restrictions set out in the Consumer Rights Act.

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§ 13. Conformity of the digital service and changes to the service

1. The service must comply with the contract, the description of its functions, the technical requirements and any updates necessary to maintain such compliance. The Service Provider shall bring the service into compliance at its own expense.

2. In the case of continuous supply, liability for lack of conformity shall continue for the duration of the service provision. The user shall cooperate to a reasonable extent in establishing the digital environment.

3. In the event of non-conformity, the remedies provided for by law may apply, including a price reduction or withdrawal from the contract where the statutory conditions are met; the provisions of Chapter 5b of the Consumer Rights Act apply to the Consumer.

4. A change to the service is permissible for a valid reason, in particular for reasons of security, interoperability, legal compliance or product development. If the change significantly and adversely affects access, the User will be notified and may terminate the contract within 30 days, unless the service remains compliant or an alternative solution has been provided at no additional cost.

5. If the Service Provider ceases to provide the services or a particular Plan, in particular due to the loss of a key supplier, it shall notify the User at least 30 days in advance, enable data export and refund a proportionate part of the fee for the unused period.

§ 14. Availability and Outages

1. The operational target is 99% availability, excluding failures of third-party services, force majeure, scheduled maintenance and incidents on the User's side.

2. Scheduled maintenance will, where possible, be announced at least 48 hours in advance. Faults can be reported atkontakt@shapehome.art .

§ 15. Liability

1. The provisions of these Terms and Conditions do not limit the consumer's rights or any liability that cannot be limited by law. In particular, they do not exclude liability for damage caused intentionally.

2. In dealings with the business, to the extent permitted by law, liability for loss of profits is excluded, and total liability is limited to the fees paid during the 12 months preceding the incident. These limitations do not apply to damage caused intentionally or through gross negligence.

3. The user is responsible for the legality, accuracy and security of the content submitted to the project, and for ensuring that they have the right to make it available to project members.

§ 16. Content and prohibition of unlawful content

1. The user must not upload unlawful content, content that infringes the rights of third parties, contains malware, incites violence, or infringes personal rights, privacy or copyright.

Users should limit the provision of personal data to what is strictly necessary. Ownership documents and other sensitive data should only be made available to authorised persons.

§ 17. Copyright and licence

1. The rights to the content remain with their creators or other authorised parties. In particular, an architectural design may constitute a work.

2. The User grants the Service Provider a non-exclusive, royalty-free licence to record, reproduce, store, display and make the content available, solely to the extent necessary for the provision of ShapeHome services, for the duration of the service provision and the retention period specified in § 9.

3. The licence does not cover the marketing or sale of content, nor the training of AI models. It expires upon the deletion of data and the expiry of the backup period, with the exception of copies required by law or necessary for the defence against claims.

§ 18. Stage acceptance and log

1. Stage acceptance records at least the first name and surname, date and time, the account's email address, the version of the material and – in a restricted-access system – the IP address. A PDF log may be generated for project members.

2. Acceptance constitutes a documented statement by the User within the system and may serve as electronic evidence. It is not a qualified electronic signature or a trusted signature; it does not replace the written form; it does not alter the architect–client contract; and it does not constitute a guarantee of the project's compliance with building regulations.

§ 19. Account suspension, moderation and point of contact

1. The Service Provider may restrict or suspend access where necessary for security reasons, on legal grounds, following a credible report of unlawful content, in the event of non-payment, or in the event of a material breach of the Terms and Conditions.

2. Any restriction must be proportionate, and the User shall be informed immediately, insofar as permitted by law, of the reasons and the procedure for appealing. An appeal may be lodged within 14 days atkontakt@shapehome.art . Before terminating the contract due to a breach of the Terms and Conditions, the Service Provider shall, where possible, call upon the User to cease the breaches within a reasonable period. Once this period has elapsed without result, the Service Provider may terminate the contract; before deleting the data, it shall allow the User to export it within a period of at least 14 days, unless this is precluded by law or for security reasons.

3. At the User's request, the Account may be deleted. Projects in which the User was the sole member shall be deleted, and their backups shall expire in accordance with § 9(3); in joint Projects, the content shall remain, and the User's designation may be replaced with the term 'Former user' if this is necessary for the continuity of the Project. Prior to the deletion of an Architect's Account, the Projects managed by them may be transferred to another Project member who will assume the role of Architect, or exported; Projects that are not transferred shall be deleted in accordance with § 14 of Annex 1, following prior notification to the other Project members.

4. The ShapeHome service provided by the Service Provider is a hosting service within the meaning of the DSA, and not an online platform, insofar as it does not enable the public dissemination of content outside of closed projects. The Service Provider does not carry out general monitoring of content or automated moderation.

5. A report of unlawful content should include a justification, the exact location of the content, the reporter's details – if they wish to provide them – and a statement of good faith. The Service Provider will acknowledge receipt and inform the reporter of its decision or of the lack of grounds for action.

6. Where access is restricted, the Service Provider will provide a justification, unless disclosure is prohibited by law. Notifications from authorities are handled in accordance with the law.

7. The contact point for Users, authorities and those reporting content iskontakt@shapehome.art . Reports may be submitted in Polish or English.

§ 20. Complaints

1. A complaint may be submitted tokontakt@shapehome.art ; it should contain, at a minimum, details enabling the account to be identified, a description of the problem, the date of the problem and the request. The Service Provider shall reply to

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consumers on a durable medium within 14 days, and to business users within 30 days, unless the law provides for a more favourable time limit.

2. Failure to respond within the time limit may result in the consequences set out in the relevant legislation. The Service Provider may request information necessary to reproduce the problem, without asking for unnecessary data.

§ 21. Out-of-court dispute resolution

1. A consumer may seek assistance from a municipal or district consumer ombudsman, the Provincial Inspectorate of Trade Inspection, mediation or a permanent consumer arbitration tribunal, in accordance with the relevant legislation.

2. The Service Provider agrees to participate in out-of-court settlement of consumer disputes, provided the request is justified and handled by the appropriate body. An EU consumer may also seek assistance from the European Consumer Centre. Further details are available at www.uokik.gov.pl.

§ 22. Personal data

1. The rules governing data processing are set out in the Privacy and Cookies Policy, available at shapehome.art/polityka-prywatnosci. The Service Provider acts as the data controller for account, payment, security, marketing and analytics data. In the case of Projects managed by the Architect under a Subscription Plan or a trial period, including Projects paid for under a One-off Plan, the Service Provider generally acts as a data processor of the data provided by the Architect, in accordance with Appendix 1. If a Project is carried out by a Consumer for their own personal use, in particular by an Investor in a Project paid for under a One-off Plan without the Architect acting as the data controller, the Service Provider acts as the data controller with regard to the storage and provision of data in that Project.

With regard to persons invited to the Project, the Service Provider acts as the data controller in relation to sending invitations and creating Accounts, in accordance with § 9 of the Privacy and Cookies Policy.

2. Marketing tools (Meta Pixel, Google Ads) operate exclusively on the Website and are not used in the App. Analytics tools (Google Analytics 4, Microsoft Clarity) operate on the Website and in the App only after consent has been given. In the App, analytics tools do not record the content of Projects: the content of drawings, documents, comments, attachments, Project names and Project member data are masked and are not transferred to the providers of these tools. The processing of analytics data is carried out for the Service Provider's own purposes as the data controller and is not covered by Annex 1.

3. Data may be processed by the recipients specified in the Privacy and Cookies Policy. The transfer of data outside the EEA takes place on the basis of the mechanisms provided for in the GDPR.

§ 23. Amendments to the Terms and Conditions

1. These Terms and Conditions may be amended for valid, specifically listed reasons: changes to legislation, security, technology, suppliers, features, the billing model, or the removal of a feature that is not essential to the contract.

2. The User shall be notified of any amendment at least 30 days in advance. The notification shall include the date of entry into force, the scope of the amendments and the right to terminate the contract if the amendment significantly adversely affects the User's position. The amendment shall not affect rights acquired prior to its entry into force, in particular with regard to billing periods for which payment has already been made.

3. In relations with consumers, the protection provided by the provisions of the Civil Code concerning prohibited contractual terms (Article 384(1) and Articles 385(1)–385(3) of the Civil Code) shall apply.

§ 24. Final provisions

1. The contract shall be governed by Polish law, subject to the mandatory provisions of the law of the consumer's habitual residence, including Article 6(2) of the Rome I Regulation. Jurisdiction shall be determined in accordance with Article 18 of the Brussels I bis Regulation.

2. If any provision is invalid or unenforceable, the remaining provisions shall remain in force, and the invalid provision shall be replaced by a provision that most closely approximates its purpose and is in accordance with the law.

3. These Terms and Conditions shall come into force on 1 October 2026 (version 1.0).

Annex No. 1 – Agreement Data processing personal data

The Data Processing Agreement ("Agreement") is entered into between the Architect managing Projects under a Subscription Plan or a trial period, including Projects paid for under a One-off Plan, acting as the data controller ("Data Controller"), and the Service Provider acting as a data processor, unless the parties document a different division of roles (Section 22(1) of the Terms and Conditions). The Controller provides the legal basis for the processing of all entrusted data. This Agreement does not cover account, payment, security, marketing and analytics data, nor data processed for the purpose of sending invitations and creating an Account, for which the Service Provider is a separate controller in accordance with the Privacy and Cookies Policy. This Agreement does not apply to Projects in which the Service Provider acts as the controller in accordance with § 22(1) of the Terms and Conditions. Capitalised terms shall have the meanings assigned to them in the Terms and Conditions.

§ 1. Subject-matter and duration

1. The Controller entrusts the Service Provider with the processing of personal data contained in the Projects for the duration of the provision of services, including during the read-only period referred to in
§ 9 of the Terms and Conditions, until the data is deleted in accordance with § 14 of the Agreement.

2. This Agreement is concluded in electronic form by accepting the Terms and Conditions together with this Annex, in accordance with Article 28(9) of the GDPR.

§ 2. Nature and purpose of processing

Processing comprises the collection, storage, organisation, display, comparison, commenting on, sharing with Project members, generation of logs and deletion of data, solely for the purpose of providing the services described in § 3 of the Terms and Conditions, including Project functions, Roles (§ 7 of the Terms and Conditions) and the approval of stages and logs (§ 18 of the Terms and Conditions).

§ 3. Categories of individuals

The processing concerns Project members fulfilling Roles (Architect, Investor, Co-investor, Specialist, Observer), invited persons – once they have accepted the invitation and to the extent of the data contained in the Project – authorised representatives and other persons specified in the Project documents.

§ 4. Categories of data

The following data is processed: first name and surname, email address, Role, Account ID, comments, data contained in Project documents, file metadata, version history, stage approval data (including date, time and IP address), and technical data necessary to ensure security. The Controller does not transfer special categories of personal data unless there is a legal basis for doing so and it is necessary for the Project.

§ 5. Instructions and confidentiality

1. The Service Provider shall process data solely on the documented instructions of the Controller, including those arising from the Terms and Conditions and the Project configuration; this also applies to the transfer of data to a third country or an international organisation in accordance with § 8 of the Agreement, unless the obligation to process data is imposed on the Service Provider by EU law or
Polish law; in which case, prior to commencing processing, the Service Provider shall inform the Controller of this obligation, unless prohibited by law.

2. Persons authorised to process data are obliged to maintain confidentiality. The Service Provider shall immediately inform the Controller if, in its opinion, an instruction infringes the GDPR or other data protection regulations.

§ 6. Security

The Service Provider shall implement the technical and organisational measures referred to in Article 32 of the GDPR, in particular transmission encryption (TLS), role-based access control, single-use code login in accordance with § 4(2) of the Terms and Conditions, restriction of staff access to the necessary scope, rotational backups retained for 30 days, server logs retained for 14 days, and procedures for data erasure and incident response. The analytics tools used in the Application are configured to mask the content of Projects and not to disclose it to the providers of those tools.

§ 7. Sub-processors

1. The Controller grants general consent to the use of the sub-processors specified in the Annex. The Service Provider shall notify the Controller of its intention to add or replace a sub-processor at least 14 days in advance. Within this period, the Controller may raise a justified objection; if the parties fail to reach a resolution, the Controller may terminate the contract with effect prior to the change being made.

2. The Service Provider shall, by way of a contract, impose on the sub-processor data protection obligations at least equivalent to those set out in the Agreement and shall be liable to the Controller for the sub-processor’s performance of those obligations, in accordance with Article 28(4) of the
GDPR.

§ 8. Transfer of data outside the EEA

Data is stored on servers within the European Economic Area (DigitalOcean, Frankfurt, Germany). If a sub-processor accesses the data from a third country, the transfer takes place on the basis of a European Commission decision confirming an adequate level of protection, including the EU–US
Data Privacy Framework in respect of certified entities, or standard contractual clauses adopted by the European Commission, in accordance with § 22(3) of the Regulations. The legal basis for the transfer to each sub-processor is set out in the Annex.

§ 9. Assistance in exercising data subjects' rights

The Service Provider, taking into account the nature of the processing, shall assist the Controller, by means of appropriate technical and organisational measures, in fulfilling the obligation to respond

to requests from data subjects regarding access, rectification, erasure, restriction of processing, data portability and objection, in particular through data search, export and deletion functions.

§ 10. Data breaches

The Service Provider shall, without undue delay and no later than 36 hours after becoming aware of it, notify the Controller of a personal data breach, describing the nature of the breach, the categories and approximate number of data subjects and data records affected, the likely consequences, the measures taken or proposed, and the contact point. If it is not possible to provide all the information at once, the Service Provider shall provide it in stages without undue delay. The Controller shall assess the obligation to report the breach to the supervisory authority within 72 hours of its discovery (Article 33 of the GDPR).

§ 11. Support in relation to Articles 32–36 of the GDPR

The Service Provider shall provide the Controller with the information necessary to demonstrate compliance with the obligations under Article 28 of the GDPR and shall assist the Controller in carrying out data protection impact assessments, prior consultations with the supervisory authority, risk assessments and notifications to data subjects, to the extent commensurate with the information available to the Service Provider.

§ 12. Audits

The Controller shall, in the first instance, rely on the Service Provider's documentation, certificates and responses to queries. The Service Provider shall enable the Controller or an authorised auditor to carry out audits, including inspections, and shall cooperate with them (Article 28(3)(h) of the GDPR). An on-site audit may take place no more than once a year, except in the case of an audit following a data breach involving the Controller's data or at the request of a supervisory authority, subject to at least 30 days' prior notice, at agreed times and without compromising the security of other Users' data. The costs of the audit shall be borne by the Controller, unless the audit reveals a breach of the Agreement by the Service Provider.

§ 13. Liability

The liability of the parties towards data subjects is set out in Article 82 of the GDPR. The Service Provider shall be fully liable to the Controller for any failure by a sub-processor to fulfil its data protection obligations (Article 28(4) of the GDPR). No provision of these Terms and Conditions or the Agreement shall limit any liability that cannot be limited under the GDPR or mandatory provisions of law.

§ 14. Return and deletion of data

1. Data in Projects is deleted in the cases specified in § 9(3) of the Terms and Conditions, i.e. upon request (deletion of an Account or Project), following termination of the contract by the Service Provider in accordance with
§ 19(2) of the Terms and Conditions, or in the event of the termination of service provision in accordance with § 13(5) of the Terms and Conditions; until then, the data remains in read-only mode without any time limit. At the Administrator's request, including after the provision of services has ceased, the Service Provider, at the Administrator's discretion, shall return the data by enabling its export or shall delete it together with all existing copies, unless the law requires its continued storage.

2. Once the data has been deleted from the production system, the backups shall be deleted within 30 days.

Appendix – Further data processors

Entity	Location	Role	Data categories	Basis for data transfer
DigitalOcean, LLC	Servers in Frankfurt (Germany); headquartered in the USA	Hosting and backups	Project and Account data, logs	Data Processing Agreement; data within the EEA; access from the US – European Commission decision confirming an adequate level of protection (EU–US Data Privacy Framework; certified entity), and in the event of expiry or non-renewal of certification – standard contractual clauses (Article 46(2 (c) c of the GDPR)
Brevo	France	Sending transactional emails	Email email, first name, cont ent of notifications	Data Processing Agreement; processing within the EEA

Other IT service providers with access to Project data will be added to the Annex in accordance with § 7(1) of the Agreement.

Appendix 2 – Information on withdrawal from the contract

This notice applies to Consumers and business customers with consumer rights who enter into a paid contract for the provision of ShapeHome services (Section 12 of the Terms and Conditions).

Right to withdraw from the contract

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires 14 days after the date on which the contract was concluded, i.e. from the date on which payment for the selected Plan was successfully made.

To exercise your right to withdraw from the contract, you must inform us (Couchlab PSA, ul. Kościuszki 60, 28-100 Busko-Zdrój, email:kontakt@shapehome.art) of your decision to withdraw from this contract by means of an unambiguous statement (for

example, a letter sent by post or email). You may use the model withdrawal form set out in Annex 3, but this is not mandatory. Withdrawal does not require the use of the Stripe platform. We will confirm receipt of your statement on a durable medium (by email) without delay.

To meet the deadline for withdrawing from the contract, it is sufficient for you to send notification of your intention to exercise your right to withdraw from the contract before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we will refund all payments received from you without delay, and in any event no later than 14 days from the date on which we were informed of your decision to exercise your right to withdraw from this contract. We will refund the payment using the same payment methods you used for the original transaction (via Stripe), unless you have expressly agreed otherwise; in any event, you will not incur any fees in connection with this refund.

If you have requested that we begin providing the services before the expiry of the withdrawal period, you will pay us an amount proportionate to the services provided up to the point at which you notified us of your withdrawal. We calculate this amount based on the total price of the Plan, in proportion to the number of days the service was provided during the paid period, and deduct it from the refund. If you did not request that the service commence before the expiry of the withdrawal period, or if you were not properly informed of this, you will not be charged this fee.

After withdrawing from the contract, you should refrain from using the paid features of the service and from making them available to third parties, and we may prevent you from continuing to use them. At your request, we will provide you, free of charge, with content other than personal data that you have supplied or generated whilst using the service, within a reasonable timeframe and in a commonly used, machine-readable format, subject to the exceptions provided for in the Consumer Rights Act. We process your personal data in accordance with the Privacy and Cookies Policy available at shapehome.art/polityka-prywatnosci.

Appendix 3 – Model withdrawal form

(this form should be completed and returned only if you wish to withdraw from the contract) Addressee: Couchlab PSA, ul. Kościuszki 60, 28-100 Busko-Zdrój, email: kontakt@shapehome.art

I/We(*) hereby give notice(*) of my/our withdrawal from the contract for the provision of the following service: (name of the ShapeHome Plan)

Date of conclusion of the _____ contract:

First name and surname of _____ the consumer(s):

Address of the _____ consumer(s):

Email address associated _____ with the Account:

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

Date: _____

(*) Delete as appropriate.