**TERMS AND CONDITIONS OF SERVICE KW.INFO**

***These Terms and Conditions set forth, in particular, the general rules and conditions for the use of the Service operated at kw.info, including the terms of use for services provided electronically via the website, as well as the conditions and procedures for ordering and the provision of such services.***

1. **PRELIMINARY PROVISIONS**
2. These Terms and Conditions set forth, in particular, the general terms and conditions for the use of the Service operated at kw.info, including the terms for the use of services provided electronically through the Service, the conditions and procedures for placing orders for electronic services offered within the Service (the conclusion of the Agreement), as well as their performance.
3. The Service is operated by Property Octopus LLC, registered in Newark, Delaware, United States. The services offered through the Service, including the Search Service, are provided by the Service Provider in accordance with these Terms and Conditions.
4. The Service Provider may be contacted via:
	1. traditional mail, at the following address: 112 Capitol Trail, Suite A, Newark, DE 19711, USA;
	2. email, at the following address: contact@kw.info.
5. These Terms and Conditions are continuously available on the Service in a manner that allows users to access, reproduce, and store their content by printing or saving it to a data carrier at any time while browsing the Service.
6. The Service and the Services provided by the Service Provider are intended exclusively for Entrepreneurs, as defined herein. The Service Provider does not provide Services to any other category of users, and in particular does not offer or provide Services to consumers.
7. **DEFINITIONS**
8. Terms used in these Terms and Conditions and capitalized herein shall have the following meanings:
	1. **Client** – a User of the Service who is an Entrepreneur, places an Order for a Service, and enters into an Agreement through the Service;
	2. **Privacy Policy** – the document entitled *Privacy and Cookie Policy*, available through the Service, which sets forth the rules governing the processing of personal data and the use of cookies by the Service Provider within the Service;
	3. **Entrepreneur** – a natural person, legal person, or an organizational unit without legal personality, to whom legal capacity is granted under applicable law, conducting business or professional activity in their own name, and entering into the Agreement (and using the Services) for purposes directly related to their business or professional activity;
	4. **Report** – a document delivered by the Service Provider as part of the performance of the Search Service, provided to the Client in the format specified in the Service (or, if no format is specified, in PDF format), containing a list of land and mortgage register numbers searched based on the Client’s Order, performed on their behalf and at their instruction;
	5. **Terms and Conditions** – this document;
	6. **Service / Online Service** – the online service operated by the Service Provider at: kw.info;
	7. **Parties** – collectively, the parties to the Agreement (i.e., the Client and the Service Provider);
	8. **Service Provider** – Property Octopus LLC, registered in Newark, Delaware, USA, at the following address: 112 Capitol Trail, Suite A, Newark, DE 19711, USA, under registration number: 10135309;
	9. **Agreement** – an agreement concluded between the Service Provider and the Client, the subject of which is the provision of the Search Service or any other Service (whether paid or unpaid, as indicated in the Service);
	10. **Services / Electronic Services** – all services provided by the Service Provider to Users via the Service without the simultaneous physical presence of the parties (at a distance), by the transmission of data at the individual request of the User, sent and received by means of electronic data processing equipment, including digital compression, and data storage, and entirely transmitted, received, or relayed via a telecommunications network;
	11. **User** – any person visiting the Service who is an Entrepreneur and may place an Order for the Search Service;
	12. **Search / Search Service** – a paid Service under which the Client commissions the Service Provider, on their behalf and for their benefit, to identify the number or numbers of land and mortgage registers of real properties meeting the criteria or parameters specified in the Order. This Service is provided in accordance with these Terms and Conditions and the information presented in the Service and specified by the Service Provider;
	13. **Order** – a declaration of will by the User’s declaration of intent, specifying, in particular, the type of selected Search Service, containing data necessary for the performance of the Agreement and directly aimed at its conclusion.
9. The Service Provider may introduce definitions of other terms directly within the content of these Terms and Conditions.
10. **RULES FOR USING THE SERVICE AND TECHNICAL REQUIREMENTS**
11. Use of the Service is permitted solely under the terms and within the scope set forth in these Terms and Conditions.
12. Subject to subsection 3 below, access to and use of the Service is possible provided that the information and communication technology system used by the User meets the following minimum technical requirements:
	1. computer or mobile device with internet access;
	2. access to email;
	3. an up-to-date internet browser, unless otherwise specified on the Service’s webpages – provided, however, that the Service Provider supports only the following browsers: Mozilla Firefox and Google Chrome;
	4. *cookies* enabled in the internet browser;
	5. software capable of opening files in PDF format and software capable of opening Microsoft Word files.
13. In order to proper reading (access) of the Report provided as part of the Search Service, the Client may be required to have the indicated software, applications, or similar type of tools enabling, in particular, reading, browsing, or playing files of a particular type. In such cases, the Service Provider shall clearly indicate such requirements to the Client. Unless otherwise stated in the Service, the Report shall be delivered by the Service Provider in PDF file format, and therefore the Client must have suitable software to open PDF files.
14. Users are prohibited from using the Service or the Services in any manner that violates applicable laws, good manners, the personal rights of third parties, or the legitimate interests of the Service Provider.
15. The User is entitled to use the resources of the Service solely for their own personal use. The Service Provider does not consent to the use of any resources or functionalities available within the Service by the User for purposes that may infringe upon the interests of the Service Provider.
16. Copying or reproducing any part of the Service, in whole or in part, without the prior written consent of the Service Provider is strictly prohibited. The Service Provider reserves the right to take legal action, including judicial proceedings, to protect its own interests as well as interests of the Users.
17. Furthermore, in order to use certain Services or functionalities of the Service, or to use them in full, appropriate configuration of the User’s device may be required.
18. The Service Provider informs that the use of Electronic Services available through the Service may involve risks inherent to the use of the Internet, including the potential introduction of malicious software into the User’s information and communication system, as well as the unauthorized acquisition or alteration of the User’s data by third parties. To minimize such risks, the User should implement appropriate technical safeguards, particularly antivirus software and a firewall.
19. The Service Provider uses cookies and other online identifiers within the Service. The purpose of using such technologies is, in particular, to ensure the proper functioning of the Service’s web pages and to provide essential functionalities and Services. The rules regarding the use of cookies are specified in the Privacy Policy available through the Service.
20. Use of the Service shall be understood as any action undertaken by the User that leads to the User becoming acquainted with the content available through the Service.
21. Each User, when using the Service, is specifically obligated to:
	1. refrain from providing or transmitting content prohibited by law, e.g. content that promotes violence, is defamatory, or infringes upon the personal rights or other rights of third parties;
	2. use the Service in a manner that does not disrupt its functioning, in particular by avoiding the use of unauthorized software or devices;
	3. use the Service in a way that is not disruptive or burdensome to other Users or the Service Provider;
	4. use the Service and the Services in compliance with applicable law, these Terms and Conditions, general Internet usage principles, standards of good conduct, and in a manner that does not infringe upon the personal rights of the Service Provider, third parties, or any other rights or legitimate interests of the Service Provider.
22. **SERVICES PROVIDED THROUGH THE SERVICE**
23. The provision of Services within the Service is carried out in accordance with the rules set forth in these Terms and Conditions.
24. The primary Service offered through the Service is the possibility for the Client to commission the Service Provider to perform, on the Client’s behalf and for their benefit, a Search. This Service is subject to a fee and is commissioned (Ordered) and performed under the terms specified in the following sections of these Terms and Conditions.
25. Additionally, each User of the Service has the ability to browse and search content made available on the Service’s pages.
26. The Service Provider may publicly display, through the Service, selected content of its choice, including content of an advertising nature, concerning the services it offers, as well as goods and services of third parties. Such content may be presented in formats commonly used on the Internet. Such content does not constitute an offer within the meaning of applicable law, unless expressly stated otherwise in the specific content.
27. Content available through the Service may also be presented in the form of thematic blog posts.
28. The browsing and searching of content presented within the Service is provided for a limited duration – specifically, until the User closes the Service’s webpage.
29. The content presented through the Service is general, thematic, and for informational purposes only. It is based on subjectively selected criteria determined by the author. It should not be construed as an offer, legal or professional advice, recommendation, or similar guidance.
30. Unless otherwise stated within the Service, the Services and functionalities referred to in subsections 3-7 above are provided free of charge.
31. The Service Provider reserves the right to refuse to provide any Services, including the conclusion of a Search Service, to any User, without providing justification.
32. The Service Provider may introduce occasional discounts and promotions for its Services. Each such promotion will be announced on the Service’s webpage, along with the applicable terms and conditions.
33. The Parties undertake to cooperate in good faith to ensure the proper performance of the Agreement and the individual Services. In particular, the Client shall promptly inform the Service Provider of any circumstances or information that may affect the performance, execution, or course of the Services.
34. **PLACING AN ORDER THROUGH THE SERVICE AND PERFORMANCE OF PAID SERVICES (SEARCH)**
35. The Service Provider enables the Client, via the Service, to commission (place an Order for) a Search Service.
36. As part of the Search Service, the Service Provider undertakes to perform actions specified in the Service or otherwise indicated to the User, in order to idetify Polish (Republic of Poland – PL) land and mortgage register numbers available in the Electronic Land and Mortgage Register system of the Ministry of Justice, accessible at: <https://ekw.ms.gov.pl/eukw_ogol/menu.do>.
37. When performing the Search as described in point 2 above, the Service Provider acts on behalf of and for the benefit of the Client, based on the Client’s express authorization.
38. In the course of the Search, the Service Provider will not include in the results any land and mortgage register numbers that have been reserved by other Users of the Service, as stated in the Service (which means that even if such numbers are identified, the Service Provider shall not disclose them to the Client in the Report or by any other means and shall bear no liability in this regard). Furthermore, the Service Provider shall not include any register numbers or registers that, for any reason, are not accessible for determination.
39. By placing an Order for the Search Service, the Client authorizes the Service Provider to perform the Search on the Client’s behalf and for the Client’s benefit, as specified above, and further represents and warrants that the Client has the legal right and authority to grant such authorization. The Client also confirms that the performance of the Service by the Service Provider does not violate any applicable laws, principles of good manners, or rights of third parties. Should any such violation occur, the Client agrees to indemnify and hold the Service Provider harmless from any liability, and to reimburse the Service Provider for any costs or damages incurred as a result of such claims or responsibilities.
40. The Service Provider may offer various options or scopes of the Search Service, as indicated on the Service’s website, with corresponding differences in pricing. In each case, the cost and scope of the Service shall be clearly stated in the Service, or – where the Service is priced individually – provided individually by the Service Provider. Additionally, the Service Provider may temporarily make available on the Website, either for consideration or free of charge, Services of a demonstrative nature, which constitute solely a presentation of selected parameters, scopes, or elements of the standard Services, in particular the Search Service. The scope of demonstrative Services differs from the standard version of the Service, in accordance with the information made available by the Service Provider on the Website or otherwise communicated to the User.
41. The Service Provider may also perform services beyond the scope described on the Service’s webpages. If the User is interested in a different scope of the Search Service or any other Service not listed, the User should submit an appropriate inquiry to the Service Provider via email to the address provided in Section I. of these Terms and Conditions.
42. A condition for placing an Order for the Search Service and concluding the corresponding Agreement is that the User holds the status of an Entrepreneur – as defined in these Terms and Conditions – and has an active email account.
43. During the process of placing an Order, as well as after its submission and at any stage of Service performance, the Service Provider has the right to request that the User confirm their status as an Entrepreneur. The Service Provider may also require the User to provide circumstances or evidence supporting this status, such as presenting documents proving Entrepreneurial status in a specific form, submitting certain declarations, and others.
44. In order to place an Order and conclude the Agreement, the User must provide accurate and truthful data, as required by the Service Provider and identified as mandatory for placing the Order and entering into the Agreement.
45. The User places an Order via the order form available in the Service. The Order is submitted electronically and constitutes an offer to conclude the Agreement concerning the Service specified in the Order.
46. The Client's offer submitted through the order form available in the Service shall be binding upon the Client.
47. The Agreement covering the commission of the Search Service is concluded at the moment when all of the following conditions are met: the User clicks the button designated for submitting the Order (in accordance with the functionalities provided on the Service’s website); the User accepts these Terms and Conditions; the funds corresponding to the Service price indicated in the Order are successfully pre-authorized (blocked) on the User’s payment card by the external payment operator handling transactions within the Service.
48. The Agreement is concluded in either Polish or English, with content consistent with these Terms and Conditions.
49. Prices for Services are provided in Polish zloty (PLN) and United States dollars (USD), and may vary depending on the selected variant of the Search Service, particularly based on the data/criteria/parameters on which the Search is based.
50. The prices presented in the Service are net prices. The Client may be required to independently account for value-added tax (VAT) at the applicable rate, where such an obligation arises under applicable law.
51. Unless otherwise stated in the Service, the only available payment method is by payment card, processed via an external payment provider, in accordance with the information made available in the Service. In order to place an Order, the User must enter their payment card details into the order form. The payment operator is Stripe, Inc., with its registered office at 354 Oyster Point Boulevard, South San Francisco, California, 94080, USA.
52. Upon placing the Order, the external payment operator pre-authorizes (blocks) the amount corresponding to the price of the Search Service on the User’s payment card. The blocked funds will only be collected by the external payment operator on behalf of the Service Provider if at least one (1) land and mortgage register number matching the criteria indicated by the User in the Order is found. If no such number is found, the blocked funds will be released by the payment operator in accordance with its payment processing policies.
53. Payment methods other than those indicated above may be introduced by the Service Provider, either permanently or temporarily, in accordance with announcements posted in the Service. In the case of Services other than the Search or individually priced Searches, the Service Provider shall provide the User with separate payment terms. In the absence of such specification, the provisions of this section shall apply accordingly.
54. The Report generated after the Agreement is performed by the Service Provider constitutes evidence of the Client’s Order of the Search Service.
55. Payment and Service delivery deadlines shall be indicated each time in the Service or directly by the Service Provider to the User.
56. The application of any standard terms and conditions, contract templates, or similar instruments used by the Entrepreneur is excluded in the relationship between the Service Provider and the Entrepreneur (in particular, general terms, policies, or contractual templates applied by the Entrepreneur).
57. Upon conclusion of the Agreement, the Service Provider shall commence performance of the Search Service solely based on the criteria selected under the relevant variant of the Search Service and the data provided by the Client in the Order.
58. If, as a result of the Search, the Service Provider identifies at least one (1) land and mortgage register number matching the criteria specified by the Client, the Service Provider shall deliver the results in the form of a structured Report, in accordance with these Terms and Conditions. If no matching register number is found, the Service Provider shall inform the Client of the lack of results consistent with the Client’s Order.
59. The Service Provider shall provide the Client, to the email address specified in the Order, with a download link to the Report within the timeframe specified in the Service. The Report shall remain available for download by the Client for a period of 30 days from the date it is sent by the Service Provider. After this period, the download link will become inactive, and the Client will no longer have access to the content of the Report. The Report will not be made available or delivered by the Service Provider in any form following this deadline.
60. Unless otherwise agreed separately by the Parties, the Service Provider shall deliver the Report in the format specified in these Terms and Conditions, containing information resulting from the Search based on the availability and data status of the Electronic Land and Mortgage Register system maintained by the Polish Ministry of Justice, as of a specific date indicated in the Service. This date may differ from the Order date or the Report delivery date and does not have to reflect the current status on the date of delivery.
61. Within the scope of the same Service, the Service Provider does not provide updates, supplements, corrections, or repeat Searches of the data contained in the Report. However, the User may place a new Order with identical parameters for a different date, which will constitute a separate and new Service.
62. The Service Provider reserves the right to refuse to perform the Agreement, particularly if the Client does not meet the status requirements of an Entrepreneur. In such a case, the Service Provider shall promptly inform the Client of the refusal by email.
63. The release of funds from the Client’s payment card by the external payment operator shall be deemed a termination of the Agreement between the Parties with immediate effect, without the need for a notice period. In such case, the Service will not be performed, and the Service Provider reserves the right to pursue any claims arising from these Terms and Conditions and applicable law.
64. **LIABILITY AND OTHER PROVISIONS**
65. The Service Provider undertakes to perform the Services with due diligence, however, the Service Provider shall not be liable for any damages in any way related to the subject of the Agreement or the performance of the Services, including their direct and indirect consequences, except where liability is expressly provided for in these Terms and Conditions.
66. The Services are provided without any warranties or statutory implied warranties (including liability for defects) to the fullest extent permitted by law. The Service Provider makes no guarantees to the User, including warranties of quality, fitness for a particular purpose, accuracy, or completeness.
67. Subject to the limitations imposed by mandatory provisions of law, the Service Provider’s liability toward the User is limited in accordance with the principles set forth in these Terms and Conditions.
68. The Service Provider shall be liable to the User only for damages suffered by the User directly as a result of the Service Provider’s non-performance or improper performance of the Agreement, and only where such failure results from willful misconduct or gross negligence. Such liability is limited to the actual loss incurred by the User. The total liability of the Service Provider toward the User, regardless of the legal basis (including tort liability or liability for non-contractual obligations), shall not exceed the amount of the Order to which the liability relates. Where the damage is not connected with a specific Order, the Service Provider’s total liability shall be limited to the value of the amount of the lowest-priced paid Service offered through the Service.
69. If an act or omission that caused the damage constitutes non-performance or improper performance of a pre-existing obligation, the User shall not be entitled to assert claims for damages on any other legal basis, including tort.
70. The Service Provider shall not be liable for loss of profits.
71. The Service Provider shall not be liable for any loss of revenue, profits, or data, or for any indirect, incidental, consequential, special, exemplary, or other damages, including business interruption, even if advised of the possibility of such damages.
72. The User shall not have any claims against the Service Provider in connection with third-party claims arising from the User’s use, in the course of their business activity, of the result of the delivered Service—particularly the Report and the information contained therein or otherwise related to the Service.
73. The Service Provider shall not be liable for non-performance or improper performance of the Agreement caused by force majeure. Force majeure shall mean events that were unforeseeable at the time of concluding the Agreement and were caused by circumstances beyond the control of the Service Provider, including but not limited to: epidemic, war, fire, drought, flood, other natural disasters, changes in law, strikes, lockouts, lockdowns, boycotts, and hacking attacks on the Service’s website, provided they constitute a force majeure event.
74. Additionally, the Service Provider shall not be liable in particular for:
	1. disruptions in access to the Service, especially those resulting from the User’s improper use of the Service;
	2. technical issues caused by the User’s failure to meet technical requirements, as well as other technical problems arising from causes beyond the Service Provider’s control, including those resulting from force majeure, internet connectivity failures, or issues with the User’s own IT resources;
	3. interruptions or unavailability of the Service, especially due to the need to remedy failures, conduct testing, or perform maintenance;
	4. damages incurred or caused by the User resulting from improper saving or reading of data;
	5. damages incurred or caused by the User as a result of using data from the Report.
75. The Service Provider shall not be liable for failure to perform or improper performance of the Agreement if such failure results from the actions or omissions of the User, in particular where the User is delayed in fulfilling their obligations.
76. The Service Provider shall not be liable for any damages arising from incorrect or incomplete data provided by the Client during the Order process, on the basis of which the Search is conducted. This includes incorrect contact details, errors in the data supplied in the Order, inaccurate or incomplete data stored in the Electronic Land and Mortgage Register system of the Polish Ministry of Justice, as well as the content and accessibility of that system and how it may affect the outcome of the Service provided at the Client’s request.
77. The Service Provider does not verify the accuracy or completeness of the data submitted by the Client in the Order, which serve as the basis for the Search.
78. The Service Provider shall not be liable for acts or omissions by itself or by persons performing or delivering the Services, to the extent such acts or omissions result from the instructions, guidance, or directions provided by the User or by entities cooperating with or acting on behalf of the User.
79. The above limitations of liability shall remain in effect even after the termination or expiration of the Agreement and the completion of Service delivery, regardless of the manner in which such termination or expiration occurred.
80. The Client shall have no claims against the Service Provider arising from third-party claims related to the use of the Services.
81. **FINAL PROVISIONS**
82. Any disputes that may arise between the Service Provider and the User shall be submitted to the courts of the United States having jurisdiction over the location of the Service Provider’s registered office.
83. Any matters not regulated by these Terms and Conditions shall be governed by the applicable provisions of law in force at the place of the Service Provider’s registered office, including applicable state law—i.e., U.S. law.
84. The Service Provider may amend these Terms and Conditions, in particular in the following cases: changes in the law directly or indirectly affecting the content of the Terms and Conditions; imposition of certain obligations by public authorities; improvement of Service operation and User support; enhancement of privacy protection; prevention of abuse; security reasons; changes to the scope of Services or functionalities of the Service, including introduction of new services or functionalities; and editorial modifications.
85. All Users shall be informed of any amendments to these Terms and Conditions via a notice posted on the Service website, which will include a summary of changes and the effective date of such changes.
86. The Service Provider may publish advertising content on the Service’s webpages related to its own services as well as goods and services offered by third parties, using forms commonly applied on the Internet. Use of such third-party offers or services is not part of the Service and shall be governed by the respective terms and conditions of those third parties.
87. Users’ personal data are collected and processed by the Service Provider in accordance with applicable laws of the Service Provider’s jurisdiction and the Privacy Policy available on the Service.
88. The division of these Terms and Conditions into sections and editorial units is for convenience only and shall not affect the interpretation of any of its provisions.
89. If any provision of these Terms and Conditions is or becomes invalid or unenforceable, in whole or in part (e.g., due to a change in law), such invalidity shall not affect the validity of the remaining provisions.
90. If these Terms and Conditions are made available in two or more language versions, the Polish language version shall prevail in the event of any discrepancies between the language versions.