TERMS AND CONDITIONS OF SERVICE OF ECHO NO. 7/2026
OF 01/06/2026

These Terms and Conditions provide the basis of any and all actions undertaken by ECHO and prescribe in particular the principles and terms and conditions of Services provided for the CLIENT and the terms of financial settlements between the Parties.

1. Definitions
2. General Provisions
3. Communication
4. Representations and Warranties
5. Manner of Service Provision
6. (Source) Materials
7. Execution Schedule
8. Acceptances
9. Payment Terms
10. Order
11. Liability
12. Team
13. Confidentiality
14. Agreement Term
15. Amendment to the Terms and Conditions
16. Final Provisions

Appendices
A. Website Positioning and Optimisation (SEO) – Terms of Service
B. Content Marketing — Terms of Service
C. Advertising Campaign — Terms of Service
D. Web Analytics — Terms of Service
E. User experience (UX) — Terms of Service

1. DEFINITIONS

Acceptance	an activity undertaken for the purpose of confirming that a Service or its component was provided by ECHO in a correct manner and in compliance with the Agreement and CLIENT's requirements stated in the course of Service provision, as well as acceptance of a particular scope of a Service without reservations by the CLIENT
Additional Works	Services provided against additional charge which supplement, extend or amend the scope of the Agreement, including the Specifications; Additional Works may also involve Services provided beyond working hours or introduction of changes to the subject matter of a Service covered by Acceptance
Advertising Campaign	promoting the Website with the use of payable advertising in Google Ads and/or Microsoft Ads and/or social networks or in other type of advertising tools stated in the Agreement or appendices thereto
Agreement	an agreement concluded between ECHO and the CLIENT on the basis of these Terms and Conditions, as part of which ECHO undertakes to provide Services, and the CLIENT undertakes to pay relevant Remuneration; the Agreement shall be binding upon CLIENT's legal successors
business days	days from Monday to Friday with the exclusion of statutory holidays according to the generally applicable legal provisions of the Republic of Poland
CLIENT	a natural or legal person or an organisational entity with full capacity to perform acts in law, who within the frames of the pursued business or professional activity orders Services and with whom ECHO concludes the Agreement

CMS	a content management system; software for managing Website structure and content which is presented thereon, as specified in the Agreement or the Specifications
Complex Subpage	a Subpage containing, apart from elements characteristic for a Simple Subpage (modules: a picture/text, icons with descriptions, a banner with a call for action), other modules, i.e. slides, a gallery, tabs, calendars, maps, etc.
Content	content in the form of online articles, guides, graphics, infographics, video recordings and other, provided by ECHO as part of the Agreement
Content Marketing	a content marketing strategy which involves regular creation and distribution of attractive and useful content of native nature, among other things in the form of articles, guides, infographics, video recordings and other type of content
Coordinator	a person authorised by ECHO or the CLIENT responsible for current and proper performance of the Agreement, authorised to execute documents related to performance of the subject matter of the Agreement; any reservations related to performance of the Agreement raised by a person other than CLIENT's Coordinator may be ignored by ECHO
ECHO	ECHO Spółka z ograniczoną odpowiedzialnością with its registered office in Łódź, entered in the register of entrepreneurs of the National Court Register (KRS) maintained by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under KRS number: 0001245214, Tax Identification Number NIP: 7282801162, National Business Registry Number REGON: 360967750
Execution Schedule	a schedule specifying key activities and works along with the expected time of their execution as part of particular Services; the Execution Schedule is determined in the Agreement or appended to the Agreement
Force Majeure	an event which was not foreseeable by exercising care required within professional occupational relations and which remains beyond the control of both the CLIENT and ECHO, and which could not be prevented by them by exercising the all due care, in particular such events as natural disasters, extreme weather conditions, diseases of employees, state of emergency, unusual conduct of communities and actions of public authorities
Google Ads	an advertising system by Google
Key Word/Key Phrase	an expression stated by the CLIENT or identified with the use of analytics tools, with relation to which selected Services are provided by ECHO
Media Budget of the Campaign	a net amount specified by the CLIENT dedicated to screening ads as part of the Advertising Campaign
Meta Ads	an advertising system by Meta
Microsoft Ads	an advertising system by Microsoft
Order	a declaration of intent of the CLIENT leading directly to conclusion or amendment of the Agreement and stating its material terms and conditions; with regard to placing and arranging an Order CLIENT's Coordinator is treated as CLIENT's attorney in fact
Package	a scope of a Service provided by ECHO for the CLIENT stated in the Agreement or the Specifications
Parties	the CLIENT and ECHO
Payment Schedule	statement of dates on which the CLIENT is obliged to pay the remuneration or other payment to ECHO; the Payment Schedule is determined in the Agreement or appended to the Agreement
Release Plan	a plan with proposed topics of online articles prepared by ECHO
Search Engine	a search engine by Google or another, stated in the Agreement or appendices thereto

Service(s)	a full-range Service: WEBSITE POSITIONING AND OPTIMISATION (SEO), CONTENT MARKETING, ADVERTISING CAMPAIGN, WEB ANALYTICS, USER EXPERIENCE (UX), as well as other services or single performances provided by ECHO for the CLIENT pursuant to the Agreement
Settlement Period	a period for which the CLIENT pays the Subscription Fee or other fees; a Settlement Period covers 1 (one) month, unless the Parties decide otherwise in the Agreement
Simple Subpage	a Subpage containing only modules: a picture/text, icons with descriptions, a banner with a call for action
(Source) Materials	any data, information and content (also graphic and audiovisual) delivered by the CLIENT, on the basis of which ECHO provides Services
Specifications	a description of the scope of activities and relevant rules of their performance with regard to particular Services which constitutes a more precise clarification of the terms of a given Service determined in the Terms and Conditions and appendices to the Agreement; the Specifications may be stated directly in the Agreement or be appended to the Agreement
Subpage	any element of the Website with a unique URL address
Subscription Fee	a fixed fee for a relevant Settlement Period determined in the Agreement, whose amount depends on the substantive scope of Services selected by the CLIENT; the Subscription Fee may be changed in electronic form, even if the Agreement was concluded in writing
Team	all employees of ECHO, its associates, subcontractors and other persons engaged by ECHO irrespective of legal basis and participating in provision of a Service for the CLIENT
Terms and Conditions	these Terms and Conditions of Service of ECHO
Terms of Service	general terms of provision of Services (WEBSITE POSITIONING AND OPTIMISATION (SEO), CONTENT MARKETING, ADVERTISING CAMPAIGN, WEB ANALYTICS, USER EXPERIENCE (UX)) determined in Appendices to the Terms and Conditions and supplementing the provisions stated in the Terms and Conditions
Web Analytics	implementation, configuration and optimisation of analytical tools in which statistics on the traffic and behaviour of Website users are collected. Their analysis allows to assess the effectiveness of marketing activities, well-thought-out budget management and efficiency indicators as well as the conversion rate of the Website and activities
Website	a website of the CLIENT being the object of the Services provided as part of performance of the Agreement
Website Maintenance	actions carried out by ECHO to support the CLIENT in the scope of monitoring whether the Website functions correctly upon being published
Website Positioning and Optimisation (SEO)	a process which consists in adjusting the Website to current Search Engine requirements in order to obtain as high positions in search results as possible; such actions include in particular: technical and content-related optimisation of the Website and preparation and implementation of a strategy for building up a link profile
working hours	hours between 8:00 a.m. and 04:00 p.m. on business days

1.1. Any definitions and phrases used in these Terms and Conditions shall be applied in the Agreement and appendices thereto as well as in other activities connected with performance of the Agreement by the Parties, unless the Agreement directly provides another definition of a used term.
1.2. The provisions of the Agreement shall accordingly supplement or modify the content of the Terms and Conditions in a scope in which it is expressly stated in the Agreement.

1.3. In the e-mail correspondence between the Parties or the Coordinators the above phrases written with low-case letters shall have the meanings as defined in the Terms and Conditions, unless the sender expressly states otherwise.

2. GENERAL PROVISIONS

2.1. ECHO provides Services pursuant to the Terms and Conditions and Agreements. The provisions of the Terms and Conditions shall be binding for the Parties as of conclusion of the Agreement.

2.2. In the case of any divergence between the provisions of the Terms and Conditions and the wording of the Agreement or an Order, the Terms and Conditions shall prevail, unless the Parties expressly state otherwise in the Agreement or the Order.

2.3. The CLIENT service and Service provision shall take place on working hours.

2.4. Services shall only be provided for the CLIENT and for purposes stated by the CLIENT. No third person may use Services for any purpose without consent of ECHO.

2.5. Along with conclusion of the Agreement by the Parties, the provisions of the Appendix to the Terms and Conditions corresponding to a Service selected by the CLIENT shall be binding upon them and constitute a part of the Agreement. Depending on the subject matter of the Service, the preceding sentence shall refer respectively to the following Appendices: WEBSITE POSITIONING AND OPTIMISATION (SEO) – Terms of Service, CONTENT MARKETING – Terms of Service, ADVERTISING CAMPAIGN – Terms of Service, WEB ANALYTICS – Terms of Service, USER EXPERIENCE (UX) – Terms of Service.

2.6. The Parties shall each time determine in the Agreement and appendices thereto the detailed scope and terms of the provided Services, in particular they may at their discretion modify actions comprising particular Services specified in Appendices to the Terms and Conditions.

3. COMMUNICATION

3.1. The Parties shall appoint the Coordinators in the Agreement and state their contact details. A Coordinator shall act in the capacity of attorney in fact of a relevant Party within the frames of the competences prescribed in the Terms and Conditions or the Agreement.

3.2. Any change of Parties' Coordinators, including correspondence or e-mail addresses, phone numbers, has to be notified to the other Party along with valid data. The change shall become effective upon confirmation of receipt of the relevant information by the other Party.

3.3. Any oral arrangement made (also via phone) between the Parties (in particular between Parties' Coordinators) shall be confirmed by an e-mail, registered letter or courier mail no later than 24 (twenty four) hours from making them, or otherwise shall be null and void.

3.4. The CLIENT is obliged to co-operate in the scope of the Agreement performance by co-operating with ECHO on an ongoing basis. The CLIENT shall response to ECHO's queries without unreasonable delay but no later than within 2 (two) business days.

3.5. The Parties and the Coordinators are obliged to co-operate with each other in good faith, share information necessary for proper performance of the Agreement and further send remarks as to the Service provision directly to Parties' Coordinators.

4. REPRESENTATIONS AND WARRANTIES

4.1. ECHO represents that:

4.1.1. it undertakes to provide the Services with utmost care resulting from the professional character of the pursued activity and in a manner enabling the CLIENT to derive the highest profits as possible;

4.1.2. it has appropriate qualifications and conditions necessary for proper provision of the Services in accordance with the Agreement;

4.1.3. it undertakes to provide the Services in accordance with the applicable legal provisions (without detriment to other provisions of the Terms and Conditions), terms and conditions of other websites, Google guidelines, Microsoft guidelines and rules of fair competition.

4.2. The CLIENT represents that:

4.2.1. it is aware that the effect of the actions and efforts of ECHO depends on CLIENT's co-operation with ECHO, therefore it undertakes to provide for such co-operation;

4.2.2.it will at the same time neither commission other entities nor undertake individual actions identical to actions commissioned with ECHO related to the Website covered by the Agreement during its term;

4.2.3. it has the right to manage the domain and the content placed on the Website, and that the content on the Website does not violate the generally applicable law or rights of third persons, including copyrights;

4.2.4. it undertakes to maintain operational continuity of the Website throughout the entire Agreement term, what involves, among other things, necessity of maintaining and paying for the Website domain and the hosting for that domain;

4.2.5. The Website will be used for promotion of products or services compliant with Polish and European law and does not otherwise violate the provisions applicable in Poland and the European Union;

4.2.6. no unfair or illegal practices will be applied within the Website.

5. MANNER OF SERVICE PROVISION

5.1. ECHO may provide the Services with support of third persons, whereby ECHO shall be accountable for actions and omissions of its subcontractors as for its own.

5.2. The detailed scope of the Services provided by ECHO is described in the Terms of Service corresponding to the selected scope of Services and in respective appendices to the Agreement.

5.3. The Parties provide for the possibility of changing the scope of the Services stated in the Terms of Service by means of individual arrangements confirmed in the Specifications, the wording of the concluded Agreement or appendices thereto.

5.4. Apart from the obligation to provide the Materials, the CLIENT undertakes, depending on the Services, to deliver and share tools or perform actions stated in the respective Specifications or requested by ECHO's Coordinator on a working basis and in the manner and on the terms stated by ECHO; in particular such obligation may refer to providing ECHO with access to accounts related to tools or social networks belonging to the CLIENT. Unless the Agreement states otherwise, such provision/sharing shall take place within 3 (three) business days from conclusion of the Agreement or notification of ECHO's Coordinator.

5.5. The CLIENT shall be held liable for any arrangements necessary for accessing, receiving and using the Services, and (where applicable) the CLIENT shall provide for appropriate and compatible equipment, network and software to receive the Services.

5.6. If as part of a Service ECHO prepares any content, graphic or other text, graphic or multimedia material, but has reservations as to its accuracy or legality, it shall request the CLIENT to assess or analyse it. If having been advised ECHO on that the CLIENT decides to distribute it, this shall take place at the risk and liability of the CLIENT. In such a case the CLIENT shall release ECHO from the liability on account of any claims and shall take any action necessary to settle a dispute and shall cover any costs connected therewith.

5.7. In justified cases the CLIENT shall have the right to request ECHO to temporarily suspend provision of the Service, provided that the CLIENT is not in default with payments due under the Agreement. With a proviso that ECHO shall be the one to meet the final decision with regard to acknowledgement of CLIENT's request in the scope referred to in the preceding sentence. If such decision is positive, ECHO shall determine specific rules for such suspension of selected Services.

6. (SOURCE) MATERIALS.

6.1. Each time, within a deadline stated in the Agreement or appendices thereto or upon request of ECHO's Coordinator, the CLIENT shall provide ECHO with requested Materials.

6.2. If necessary, for the purpose of providing the Services, the CLIENT shall each time grant ECHO, for the term of the Agreement, a free-of-charge license to the Materials (in particular proprietary copyrights, trade marks and industrial designs), unlimited in terms of territory, with the right to grant further licenses, in the fields of exploitation necessary for provision of the Service.

6.3. The CLIENT each time represents and warrants that it holds exclusive rights without any limitation to the Materials in a scope authorising it to grant the licence and authorising ECHO to provide the Services, while ECHO shall not be held liable for defective or erroneous Materials and any other information, tools, data provided by the CLIENT and their impact on performance of the Agreement. ECHO is not obliged to verify correctness, accuracy or legality of the Materials.

6.4. ECHO shall be held liable for neither the content or consequences of spreading the Materials received from the CLIENT nor consequences of CLIENT's spreading the Service results. If a third person raises a claim referring to the use of a Material, having been notified by ECHO the CLIENT shall proceed to immediately clarify the matter and shall object to such claim at its own cost and risk and furthermore shall satisfy any justified claim.

6.5. ECHO may refuse to provide or suspend provision of the Services stated in the Agreement without providing reason and without liability for damage if there is a justified suspicion that the delivered Materials or other delivered content, tools and works or content on the Website are violating the law or rules of social co-existence or rights of third persons and where the content violates or is incompliant with terms and conditions of websites on which they are to be placed by ECHO.

7. EXECUTION SCHEDULE

7.1. The Parties shall each time determine the deadlines for particular Services in the Execution Schedule which constitutes a part of the Agreement. The Parties undertake to satisfy their obligations in a timely manner as prescribed in the Execution Schedule.

7.2. The deadlines stated in the Execution Schedule may automatically (without the need to amend the Agreement by means of amendment of the Execution Schedule) be postponed at least by the number of days in which the following events persist: (a) an event of Force Majeure, (b) obstacles in performance of the subject matter of the Agreement on the part of the CLIENT, in particular the necessity of ECHO's waiting for Materials or necessary information for provision of the Services, (c) performance of Additional Works by ECHO, (d) waiting for Acceptance.

7.3. Without unreasonable delay upon occurrence of an event referred to above, ECHO shall notify CLIENT's Coordinator on such fact and shall mention the estimated time of changes in the Execution Schedule.

7.4. If the start date of the Service provision is delayed for reasons attributable to the CLIENT, then this shall not affect the start date for payment of the Subscription Fees or other remuneration stated in the Agreement.

8. ACCEPTANCES

8.1. As part of provision of the Services ECHO shall introduce respective changes and amendments to their results so as to ensure their highest quality. If it proves necessary to implement changes, amendments or other additional works within the frames of a Service, then ECHO shall carry out such works subject to further provisions, without additional remuneration, if the necessity to carry out such works results from ECHO's errors or negligence. In the case of the Service WEBSITE, amendments may be introduced provided that they are within the scope of the Specifications and technical capabilities of the CMS system.

8.2. The obligation to implement amendments and remarks shall not refer to situations where ECHO states that introduction of the amendments is not possible for technical reasons, may affect the quality of execution of the subject matter of the Agreement or is not compliant with the Specifications.

8.3. If the necessity to implement changes, amendments or other additional works results from a change of CLIENT's position or concept or from circumstances which were not predictable as at the day of conclusion of acceptance of a Service for execution, then ECHO shall carry out such works against additional remuneration and within a new term agreed upon between the Parties (Additional Works).

8.4. In each case the CLIENT may request maximum 1 (one) round of free-of-charge of amendments or changes as part of one Acceptance of the subject matter of the Service. Subsequent iterations shall constitute Additional Works.

8.5. The date on which ECHO reports the subject matter of a Service (or its stage) for approval and Acceptance shall be the date on which the deadline for its provision is met. The Parties determine that reporting a stage for Acceptance has not to be expressly indicated as such if from the report it results that the CLIENT should refer to the status of Service provision, approving it or raising remarks thereto.

8.6. The CLIENT is obliged to: (a) accept the results of a Service (or a particular stage thereof) no later than within 3 (three) days from the date of receipt thereof, or (b) request in written or electronic form (prepared between the Coordinators) within the above specified term to introduce amendments or changes which are necessary to ensure that the Service is compliant with the Agreement. If within this term the CLIENT does not request introduction of amendments or changes, then it shall be deemed that the Acceptance took place and the Service or its stage has been accepted without reservations, unless ECHO sends the CLIENT information about the extension of the deadline for accepting the results of a given Service.

8.7. In the course of implementation of the amendments and remarks by ECHO the CLIENT may not request new amendments or report any new remarks, unless ECHO gives its consent thereto.

8.8. Upon express order of the CLIENT ECHO may proceed to perform a next stage, what shall be tantamount to completion and Acceptance of the preceding stage.

8.9. If further amendments or remarks are reported, the Acceptance procedure shall apply as described above.

8.10. Immediately upon provision of a relevant Service or its stage by ECHO, ECHO may present the Acceptance report to the CLIENT for signing. The Party is not obliged to sign the Acceptance report and such signing shall not provide a condition for the Acceptance to be effective.

8.11. If the CLIENT decides to change the manner in which a particular Service is to be performed or for second time refuses its Acceptance despite lack of defects or raises remarks to a Service or its part which has already been subject to Acceptance, then ECHO shall present the CLIENT or its Coordinator an offer for provision of Additional Works. Upon acceptance of the offer by the CLIENT (or its Coordinator) and performance of the Additional Works by ECHO the Acceptance procedure shall be repeated as described in this clause.

8.12. ECHO shall not be held liable for the consequences of CLIENT's refusal to accept particular works despite their compliance with Parties' arrangements or refusal to accept the offer of provision of Additional Works. In the foregoing cases ECHO shall be entitled to remuneration for the carried out works.

8.13. The Parties determine that CLIENT's reservations to the materials created by ECHO should in a sufficiently clear and precise manner indicate the defects, required amendments or changes necessary for ECHO to ensure compliance of the relevant Service with the Agreement and the Specifications. ECHO may request that the CLIENT, without unreasonable delay but no later than within 2 (two) business days, explain doubts as to the scope and character of the indicated irregularity or the expected manner in which the amendment, change or modification is to be introduced. If the CLIENT fails to provide duly justified reservations to the Service provision within the term stated in the first sentence of this clause, it shall be deemed that such Service was accepted without reservations by the CLIENT.

8.14. ECHO shall not be held liable for introduction of changes to the materials prepared by ECHO according to CLIENT's directions. In particular, if ECHO introduces such changes, the CLIENT may not refuse Acceptance.

8.15. If the CLIENT starts to use the Service or the materials covered by the Service, in particular distributes the materials delivered by ECHO as part of the Service, this shall be deemed Acceptance thereof.

8.16. The foregoing provisions shall be applied accordingly also to stages or single elements of the Service which were not directly mentioned in the Execution Schedule.

9. TERMS OF PAYMENT

9.1. The remuneration of ECHO for provision of Services shall be the amounts stated in the Agreement.

9.2. The remuneration amount may be changed if: (a) ECHO carries out Additional Works; (b) it is necessary for ECHO to buy additional materials or products not included in the valuation (which shall still be approved by the CLIENT in any form in advance).

9.3. The Parties may determine in the Agreement that ECHO is entitled to bonus as prescribed therein.

9.4. The remuneration shall be paid on the basis of issued pro forma or VAT invoices, within time frames and in a manner each time specified in the Payment Schedule which is a part of the Agreement.

9.5. The remuneration shall be increased by goods and services tax (VAT) in an amount prescribed by the law.

9.6. The CLIENT acknowledges that VAT invoices will be issued and made available in the National e-Invoicing System (KSeF) in accordance with the applicable provisions of law.

9.7. Unless the Agreement states otherwise, ECHO's remuneration shall be paid in advance, and ECHO shall proceed to provide the Services only after the remuneration is appropriately paid as prescribed by the Agreement.

9.8. The Subscription Fee shall be paid by the CLIENT in advance for subsequent Settlement Periods, unless the Parties agree otherwise in the Agreement. Unless the Agreement states otherwise, until the 7th (seventh) day of each month ECHO shall issue a structured VAT invoice in the KSeF system in the amount of the Subscription Fee. The date of issuance and making the invoice available in KSeF shall be deemed the date of its delivery to the CLIENT.

9.9. The day on which ECHO's bank account is credited with the amount shall be deemed the payment date.

9.10. If the CLIENT fails to perform the Agreement, ECHO may withdraw from the Agreement without setting another deadline. If prior to such withdrawal the CLIENT pays ECHO any amount, including earnest money or advance, then ECHO may retain the amount paid by the CLIENT.

9.11. If ECHO fails to provide a Service in line with the Execution Schedule, then the CLIENT may withdraw from the Agreement having set for ECHO a term (of at least 14 (fourteen) business days) for the purpose of correct provision of the Service. In the case of ineffective lapse of the above mentioned term the CLIENT shall have the right to withdraw from the Agreement and claim reimbursement of the earnest money, if such was paid to ECHO.

9.12. Irrespective of other provisions of the Agreement or the Terms and Conditions, if the CLIENT or ECHO withdraws from the Agreement, ECHO shall be entitled to remuneration for the works performed to that date. The remuneration may be deducted from the amounts paid by the CLIENT to that date.

9.13. The Subscription Fee stated in the Agreement may be increased once per calendar year within the Agreement term. ECHO is obliged to notify the CLIENT on the increase amount at the latest on 31 December of a relevant calendar year. If the CLIENT fails to terminate the Agreement within 14 (fourteen) business days from receiving the notice on the change of the Subscription Fee, then the new rate of Subscription Fee shall be binding upon the CLIENT upon the lapse of such term. If the termination notice is filed within the above mentioned term, then the Subscription Fee shall remain unchanged until the end of the Agreement term. A change of the Subscription Fee amount shall not constitute amendment of the Agreement.

9.14. If the CLIENT is in default with payment under the Agreement for at least 15 (fifteen) days, then ECHO may suspend the Service provision, which may be restored upon settlement of the outstanding payment.

9.15. If the CLIENT is in default with payment under the Agreement for at least 30 (thirty) days, then ECHO may terminate the Agreement with immediate effect.

9.16. ECHO reserves the right to increase the remuneration for a Service if the Agreement is performed beyond working hours, on which it shall notify the CLIENT in advance. In particular, new prices shall be applicable if the CLIENT is in default with providing the Materials or responding to a message referring to acceptance of a stage of the Agreement performance, whereby the deadline for performance of the subject matter of the Services may not be postponed.

9.17. ECHO's remuneration shall not cover purchase of content and materials from external sources. Any additional costs, before being paid by ECHO, shall be approved by CLIENT's Coordinator.

9.18. In the case of failure to meet any payment terms, ECHO is authorised to charge the CLIENT with statutory interest for delay in commercial transactions for each day of delay, and the CLIENT shall lose the right to claim from ECHO reimbursement or any rebates, discounts and benefits, if such were granted thereto by ECHO under the Agreement.

10. ORDER

10.1. If within the term of the Agreement the CLIENT expresses the will to order another Service, (WEBSITE POSITIONING AND OPTIMISATION (SEO), CONTENT MARKETING, ADVERTISING CAMPAIGN, WEB ANALYTICS, USER EXPERIENCE (UX) or other), then CLIENT's Coordinator shall make an Order by sending a request for proposal including a description of the assumptions and scope of the activities.

10.2. In response thereto, depending on the scope of the Services, ECHO's Coordinator shall prepare and send:

10.2.1. the Payment Schedule or only a valuation of the Service/amount of the Subscription Fee;

10.2.2. the Execution Schedule;

10.2.3. Terms of the Service covered by CLIENT's Order or the Specifications.

10.3. The CLIENT shall confirm the terms of the Service, in particular the terms and conditions prescribed in the supplemented Order and appendices thereto, or shall raise its remarks.

10.4. By confirming the Order, the CLIENT shall make an offer to ECHO to conclude or amend the Agreement in a version agreed upon between the Parties. Conclusion or amendment of the Agreement shall take place upon ECHO's accepting such Order. Upon conclusion/amendment of the Agreement, the provisions of the Terms and Conditions along with the Appendix or Appendices referring to the Service covered by the Order shall be binding upon the CLIENT and shall provide a part of the Agreement.

10.5. Any amendment of the Agreement by means of an Order may be made in electronic form, even if the Agreement was concluded in writing.

10.6. Unless the Terms and Conditions state otherwise, the foregoing provisions shall be applied accordingly to placing Orders for Additional Works.

11. LIABILITY

11.1. Neither Party shall be liable for delay in performance or non-performance of the Agreement in a scope in which it was caused by Force Majeure. During an event of Force Majeure the execution of works and obligations of a Party shall be suspended to the extent affected by the event of Force Majeure. Such suspension shall also apply to Parties' liability for failure to comply with their contractual obligations, except for the obligation to pay the remuneration. Each Party is obliged to notify the other Party on the occurrence of an event of Force Majeure without unreasonable delay.

11.2. The CLIENT shall have the right to claim damages from ECHO on general terms, subject to the cases stated in the Terms and Conditions and the following principles: (a) ECHO shall not be held liable for lost profits and damage which are not in a normal and direct causal relation with its action or omission, (b) ECHO shall not be held liable for any effects of failure to include CLIENT's remarks related to the Service provision if CLIENT's Coordinator contacts a person other than ECHO's Coordinator or does so beyond the working hours or otherwise fails to use the communication mode adopted by the Parties, (c) ECHO shall not be held liable for operation of malware illegally introduced to any IT system of the CLIENT provided by ECHO as part of the Agreement.

11.3. ECHO shall take every effort in order to provide Services correctly, whereby due to the specificity of the provided Services ECHO shall not be held liable for the manner in which Services are used, in particular for CLIENT's commercial success or failure.

11.4. The liability for damage of ECHO against the CLIENT for damage resulting from improper performance or non-performance of the Agreement shall be limited to the amount of net remuneration paid by the CLIENT for ECHO under the Agreement to the day on which the claim was raised.

11.5. The CLIENT shall be responsible for protection of personal data of users of its websites, services and channels in social networks, in particular for maintaining up-to-date privacy and cookie policies and acquiring such users in a legal manner. The CLIENT shall be liable for legal use of the subject matter of Services.

11.6. Having CLIENT's needs in consideration depending on the Services covered by the Agreement, ECHO may state in the Agreement specific terms regulating ECHO's liability, taking into account the type of provided Services.

11.7. The CLIENT is obliged to reimburse ECHO for all costs incurred by ECHO related to the untimely payment of remuneration under the Agreement by the CLIENT, in particular the actual costs of debt collection and legal assistance.

12. TEAM

12.1. Within the Agreement term and for the period of 2 (two) years from its termination or expiry, the CLIENT undertakes, without prior ECHO's consent (which shall be given in written form or else be null and void), to refrain from: (a) employing members of ECHO's Team involved in performance of Agreements on any legal basis, also if such persons pursue a sole business activity, if they were directly involved in performance of any Agreement; (b) offering employment to such members of ECHO's Team or inviting them to negotiations concerning employment of a particular Team member.

12.2. In the case of violation of the foregoing clause, the CLIENT shall pay ECHO stipulated damages in the amount of PLN 50,000.00 (in words: fifty thousand zlotys 00/100) for each case of violation.

12.3. The stipulated damages shall not exclude ECHO's right to seek damages in full amount on general terms.

13. CONFIDENTIALITY

13.1. The Parties undertake to keep confidential the content of the Agreement as well as any other documents or information obtained in connection with the Agreement, negotiations between the Parties or relating to either Party, irrespective of the form in which such information was obtained, the carrier and source of thereof ("Confidential Information").

13.2. Confidential Information of ECHO shall include in particular know-how as part and on the basis of which ECHO provides the Services.

13.3. Each Party undertakes:

13.3.1. to secure Confidential Information against access of third persons;

13.3.2. not to disclose Confidential Information without prior written (otherwise being null and void) consent of the Party to which the Confidential Information refers and not to acquire it from an unauthorised person;

13.3.3. to use Confidential Information only for the purpose of performance of the Agreement.

13.4. The obligation referred to in the paragraph above shall not be applicable to Confidential Information which:

13.4.1. has been made public by the Party to which it refers;

13.4.2. is known to the Party from publicly available sources, without a confidentiality obligation and without violation of the Agreement;

13.4.3. is subject to disclosure accordingly to the unconditionally applicable legal provisions; any disclosure referred to in this paragraph should be made by the Party upon consultation with the Party to which such Confidential Information refers (if possible), whereby the Party shall be advised on the effected disclosure (if permitted under the law) and shall receive a copy of such disclosure if it was made in writing, within 3 (three) business days from its date.

13.5. A Party may disclose Confidential Information to its employees or advisors ("Recipient") in a scope necessary for performance of the Agreement, whereby it is then obliged to ensure that the Recipient will satisfy the confidentiality obligations resulting from the Agreement as if the Recipient was a party to the Agreement. The Party shall be held liable for any acts or omissions of the Recipients to which it has disclosed Confidential Information.

13.6. The foregoing confidentiality obligation shall be binding throughout the entire term of the Agreement and for the period of 3 (three) years upon its termination or expiry.

14. AGREEMENT TERM

14.1. The Agreement shall be concluded for a term stated therein.

14.2. Unless the Agreement states otherwise, each Party shall enjoy the right to terminate the Agreement, without good cause, upon 3-month termination notice with the effect as at the end of the calendar month with respect to the Services covered by the Subscription Fee. In all other cases the Parties may terminate the Agreement for good cause without observing the termination period in the cases stated in the Terms and Conditions.

14.3. The Agreement expires without the need to submit any statements by any of the Parties if the CLIENT fails to pay the first VAT invoice or pro forma invoice issued by ECHO in accordance with paragraph 9.4., provided the delay in payment exceeds 30 (thirty) days.

14.4. The Agreement may be terminated by ECHO with immediate effect (without observing the termination period) if the CLIENT violates any contractual obligation and fails to remove the effects of such violation within 14 (fourteen) business days from receiving ECHO 's request to satisfy such obligation, in particular in the absence of any co-operation on the part of the CLIENT which prevents or considerably hinders correct execution of the subject matter of the Agreement. The Parties shall deem lack of co-operation to include also no contact on the part of the CLIENT for a period of at least 10 (ten) business days calculated from the day on which the CLIENT was obliged to co-operate or from the day on which ECHO requests contact in any form in connection with performance of the Agreement.

14.5. The Agreement may be terminated by the CLIENT with immediate effect (without observing the termination period) if ECHO violates any contractual obligation and fails to remove the effects of such violation within 14 (fourteen) business days from receiving CLIENT's request to satisfy such obligation.

14.6. A notice of termination of the Agreement shall be filed in writing or via e-mail, otherwise it shall be null and void.

14.7. In the case of termination of the Agreement, any claims and duties resulting therefrom arising prior to such termination, subject to the foregoing provisions of the Agreement, shall remain binding upon the Parties, unless the Agreement or arrangement between the Parties states otherwise.

14.8. If the Agreement is terminated for reasons attributable to the CLIENT, then ECHO shall have the right to claim the full remuneration prescribed in the terminated Agreement. Payment of the full remuneration prescribed in the Agreement shall not prevent ECHO from claiming damages on general terms. In other cases of Agreement termination or expiry ECHO shall have the right to claim remuneration for the work provided to that date on the basis of a statement of works and number of hours spent on their provision as presented by ECHO.

14.9. The CLIENT agrees to deduction of any amounts paid to that date for the account of ECHO towards due and payable claims of ECHO.

14.10. Termination or expiry of the Agreement, irrespective of the basis thereof, shall not prevent ECHO from claiming stipulated damages stated in the Terms and Conditions and the Agreement.

15. AMENDMENT TO THE TERMS AND CONDITIONS

15.1. ECHO shall have the right to amend these Terms and Conditions. The Terms and Conditions may be amended by electronic means, even if a written form is reserved for amendment of the Agreement.

15.2. Clients shall be notified on any amendment to the Terms and Conditions along with the amended wording of the Terms and Conditions in an e-mail sent to the address of CLIENT's Coordinator.

15.3. If within 15 (fifteen) days, calculated from the date on which the CLIENT is advised on the amendment of the Terms and Conditions, the CLIENT fails to object, then it shall be deemed to have agreed to the amendments to the Terms and Conditions. If, in turn, the CLIENT objects to the amendment of the Terms and Conditions, then the Parties shall proceed with performance of the existing Agreement in line with the Terms and Conditions applicable to that date – then, such Agreement may be extended only on the basis of the new wording of the Terms and Conditions (the amended Terms and Conditions shall be a part of the Agreement).

16. FINAL PROVISIONS

16.1. If any provision of these Terms and Conditions or their part proves invalid, then the provisions of the Agreement shall remain effective, while the Parties undertake, upon request of either Party, to replace such invalid provisions or their parts with provisions whose legal effect and economic implication to the highest extent correspond to those of the replaced provisions or their parts.

16.2. ECHO may use selected works created as part of the Agreement, also CLIENT's logotype, in ECHO's promotional materials, in particular in ECHO's portfolio, also in electronic form, including on the Internet, as well as is authorised to present a case study related to the Service provision or the provided Services via media, also in reports, during fair or other events of the industry, upon prior consent of the CLIENT which shall be expressed in the form of a document. The CLIENT is obliged to give its consent no later than within 3 (three) business days from ECHO's respective request. In the absence of response within the above mentioned term the CLIENT shall be deemed to have given its consent in the scope requested by ECHO. The CLIENT undertakes not to unreasonably refuse the consent referred to in this paragraph.

16.3. The CLIENT may not assign claims or conclude an agreement for assignment of debts resulting from the Agreement without prior consent of ECHO, which shall be written otherwise being null and void.

16.4. In no event shall ECHO guarantee that the materials created as part of the Services at all times operate correctly with any third-party software or device used by the CLIENT.

16.5. If in the course of performance of the Agreement personal data are processed, the Parties shall regulate the processing of personal data in a separate agreement for transferring personal data for processing.

16.6. The governing law for the liabilities resulting from the Agreement/Terms and Conditions shall be Polish law. The Parties shall take every effort to settle any dispute resulting from or related to the Agreement in an amicable manner. If it is not possible for the Parties to settle a dispute amicably within one month, then such dispute shall be referred for final settlement to the common court with the jurisdiction over the registered office of the Claimant.

16.7. The Terms and Conditions become effective as at 01.06.2026.

APPENDICES TO THE TERMS AND CONDITIONS OF SERVICES OF ECHO NO. 7/2026 – TERMS OF SERVICE

Back to: Table of contents of the Terms and Conditions

Appendices to the Terms and Conditions
A. Website Positioning and Optimisation (SEO) – Terms of Service
B. Content Marketing — Terms of Service
C. Advertising Campaign — Terms of Service
D. Web Analytics — Terms of Service
E. User experience (UX) — Terms of Service

A. WEBSITE POSITIONING AND OPTIMISATION (SEO) – Terms of Service

1. GENERAL PROVISIONS
   1.1. The Parties shall determine the detailed scope of the Service in the Specifications.
   1.2. The purpose of the Service provision shall be enhancing the Website visibility and enabling the Website to achieve and maintain as highest positions as possible in organic search results of the Search Engine and, as a consequence, obtaining long-term increase of organic traffic improving the targets desired by the CLIENT and implemented on the Website, subject to the provisions below.
   1.3. ECHO may not guarantee constant increase of organic traffic and positions of Key Phrases due to:
      1.3.1. continuously introduced changes in the algorithm of the Search Engine;
      1.3.2. interest in CLIENT's products/services variable in time (seasonality);
      1.3.3. interest in CLIENT's products/services variable in time other than seasonality, in particular in the case of occurrence of an event of Force Majeure;
      1.3.4. unavailability of the Website.
   1.4. The CLIENT represents that it is familiar with the specificity of the Service and that its effectiveness is measurable after minimum 6 (six) months of its provision.
   1.5. In order to avoid any doubts, the Parties mutually confirm that the Service is an agreement of due diligence and not an agreement of result, therefore ECHO shall not be held liable for its results if it satisfies the obligations prescribed by the Agreement with due diligence.

2. LIABILITIES
   2.1. ECHO undertakes to position the Website with any methods which are available and known thereto and which effect current increase of Website visibility.
   2.2. The CLIENT undertakes to:
      2.2.1. provide ECHO with content-related support and to deliver in electronic form essential Materials required for proper provision of the Service. ECHO shall state, on a referential and ongoing basis, recommended Materials to be used, e.g. in the form of data or pictures/graphics;
      2.2.2. notify ECHO in advance on its intent to introduce changes in the Website (in particular related to URL addresses, addition or removal of Website Subpages) in order to make sure that they will not have a negative effect on positioning; notify ECHO on reconstruction of the Website at least 14 (fourteen) business days prior to its final placement on the server; The CLIENT further warrants that it is aware that any introduced changes which may contribute to a drop of Website's position have to be accepted by ECHO in writing or by e-mail;
      2.2.3. implement any recommendations resulting from a SEO audit provided by ECHO no later than within 21 (twenty one) business days from their provision, where the Agreement covers a SEO audit.
   2.3. In the case of violation of the obligations mentioned above on the part of the CLIENT which results in Google's imposing a penalty, drop of the Website position in organic search results or technical errors and as as a consequence of which ECHO will be required to take additional corrective actions, the CLIENT acknowledges that ECHO shall then present an offer for Additional Works in line with the Terms and Conditions.
   2.4. If ECHO finds that the CLIENT introduced material changes on the Website, such as: (a) changes related to URL addresses, (b) removal or change of Website Subpages which may cause a drop of the position or visibility of the Website, then ECHO shall recommend to restore the previous condition, and the CLIENT, within 14 (fourteen) business days from receiving such recommendation, undertakes to restore the condition from

before introduction of such unauthorised changes. If the CLIENT fails to satisfy the obligation referred to in the preceding sentence within the set term, then ECHO shall not be held liable for effects of such changes. Furthermore, ECHO may suspend the Service provision until the CLIENT restores the condition from before introduction of the unauthorised changes, retaining the right to remuneration. If within the above mentioned term the CLIENT fails to restore the condition from before the unauthorised changes, then ECHO may terminate the Agreement with immediate effect.

3. REPORTING
   3.1. ECHO undertakes, until the 10th (tenth) business day after the end of the Settlement Period, to provide CLIENT's Coordinator with a monthly report related to the Service provision.
   3.2. The visibility and positions of Website's Key Phrases shall be reviewed once per every Settlement Period.

4. LIABILITY
   4.1. ECHO shall not be held liable for lack or reduction of effectiveness of the Service where such effect results from reasons attributable to the CLIENT, as well as for actions of third persons directly contributing to a drop of the position in search results which consist in negative SEO techniques, aggressive actions violating good practice of the industry or errors in the positioning techniques.
   4.2. ECHO shall not be held liable for improper provision or non-provision of the Service resulting from a change of the search algorithm, an error of developers of search engines or lack of correct availability of the Website, unless ECHO contributed to the lack of availability of the Website.

B. CONTENT MARKETING — Terms of Service

1. GENERAL PROVISIONS
   1.1. The Parties shall determine the detailed scope of the Service in the Specifications.
   1.2. The CLIENT represents that it is familiar with the specificity of the Service and that its effectiveness is measurable after minimum 6 (six) months of its provision.

2. LIABILITIES
   2.1. The CLIENT undertakes to provide ECHO with content-related support and to deliver in electronic form essential Materials required for proper provision of the Service. ECHO shall state, on a referential and ongoing basis, recommended Materials to be used, e.g. in the form of data or pictures/graphics.

C. ADVERTISING CAMPAIGN – Terms of Service

1. GENERAL PROVISIONS
   1.1. The Parties shall determine the detailed scope of the Service in the Specifications.
   1.2. The Advertising Campaign in Google Ads and/or Microsoft Ads may be conducted on an advertising account belonging to the CLIENT or on an advertising account belonging to ECHO. The Parties shall state in the Agreement which Google Ads account and/or Microsoft Ads account will be used to conduct the campaign. Depending on the provisions of the Agreement, the respective provisions of the Terms and Conditions shall be applicable.
   1.3. The Advertising Campaign in a social network may be conducted on an advertising account belonging to the CLIENT.

2. LIABILITIES:
   2.1. ECHO undertakes to provide the Service following the effect maximisation rule, i.e. to modify the ad screening parameters for particular products or services so as to implement the assumptions and targets stated by the CLIENT.
   2.2. The CLIENT undertakes to provide ECHO with content-related support and to deliver in electronic form essential Materials required for proper provision of the Service; ECHO shall state, on a referential and ongoing basis, recommended Materials to be used, e.g. in the form of data or pictures/graphics.

3. REPORTING
   3.1. ECHO undertakes to provide CLIENT's Coordinator with the Report referring to provision of the Service throughout its entire duration.

4. BUDGET, REMUNERATION AND PAYMENTS – ECHO'S GOOGLE ADS ACCOUNT / ECHO'S MICROSOFT ADS ACCOUNT
   4.1. The provisions of this clause shall be applicable where in line with clause 1.2. above the Parties state in the Agreement the Google Ads/Microsoft Ads account belonging to ECHO as the one to be used.
   4.2. The Parties shall state the Media Budget of the Campaign and ECHO's remuneration in the Agreement.
   4.3. Advertising activities shall be carried out in line with the Execution Schedule.
   4.4. If the Service is completed before all funds under the Media Budget of the Campaign are exhausted, any unused funds under the Media Budget of the Campaign provided to ECHO under the Agreement shall be cleared and reimbursed to the CLIENT within 14 (fourteen) days from the date of completion of the Service.
   4.5. Each time ECHO's remuneration shall be due irrespective of the extent to which the Media Budget of the Campaign is used, in particular in the case of a drop of users' interest in selected key words, suspension of key words, suspension of the Service upon CLIENT's request etc.
   4.6. If CLIENT's advertisement is popular, the Media Budget of the Campaign may be used prior to lapse of the Settlement Period, still ECHO shall take every effort to expend the Media Budget of the Campaign evenly.
   4.7. Upon completion of the activities and works specified in the Execution Schedule, the Parties shall agree on the Media Budget of the Campaign and the new Execution Schedule in electronic form, without necessity to conclude an amendment to the Agreement, provided that the terms of the Service remain unchanged.
   4.8. The Media Budget of the Campaign shall be used to cover costs incurred by ECHO for the account of Google / Microsoft.

5. BUDGET, REMUNERATION AND PAYMENTS – CLIENT'S GOOGLE ADS ACCOUNT / CLIENT'S MICROSOFT ADS ACCOUNT
   5.1. The provisions of this clause shall be applicable where in line with clause 1.2. above the Parties state in the Agreement the Google Ads/Microsoft Ads account belonging to the CLIENT as the one to be used.
   5.2. The Parties shall state the Media Budget of the Campaign and ECHO's remuneration in the Agreement.
   5.3. The CLIENT shall individually add funds to the Google Ads/Microsoft Ads account towards the Media Budget of the Campaign and shall settle any costs on that account directly with Google/Microsoft.
   5.4. Each time ECHO's remuneration shall be due irrespective of the extent to which the Media Budget of the Campaign is used, in particular in the case of a drop of users' interest in selected key words, suspension of key words, suspension of the Service upon CLIENT's request etc.
   5.5. If CLIENT's advertisement is popular, the Media Budget of the Campaign may be used prior to lapse of the Settlement Period, still ECHO shall take every effort to expend the Media Budget of the Campaign evenly.
   5.6. If the Service is suspended due to lack of payment, exhaustion of the Media Budget of the Campaign or violation of the generally available advertising terms of Google Ads/Microsoft Ads, ECHO shall be entitled to remuneration as prescribed in the Agreement for each started Settlement Period.
   5.7. Upon completion of the activities and works specified in the Execution Schedule, the Parties shall agree on the Media Budget of the Campaign and the new Execution Schedule in electronic form, without necessity to conclude an amendment to the Agreement, provided that the terms of the Service remain unchanged.

6. BUDGET, REMUNERATION AND PAYMENTS – CLIENT'S ADVERTISING ACCOUNT IN A SOCIAL NETWORK
   6.1. The provisions of this clause shall be applicable where in line with clause 1.3. above the Advertising Campaign will be carried out in a social network on an advertising account belonging to the CLIENT.
   6.2. The Parties shall state the Media Budget of the Campaign and ECHO's remuneration in the Agreement.
   6.3. The CLIENT is obliged to individually cover any costs connected with maintenance and use of the accounts in social networks.
   6.4. Upon completion of the activities and works specified in the Execution Schedule, the Parties shall agree on the Media Budget of the Campaign and the new Execution Schedule in electronic form, without necessity to conclude an amendment to the Agreement, provided that the assumptions of the Service remain unchanged.

7. WEBSITE REQUIREMENTS
   7.1. By concluding the Agreement, the CLIENT represents that the Website for which the advertising actions will be carried out is compliant with the advertising terms of Google Ads/Microsoft Ads.
   7.2. If the advertising terms of Google Ads/Microsoft Ads are violated, then the CLIENT undertakes to adjust the Website as recommended by ECHO.

D. WEB ANALYTICS — Terms of Service

1. GENERAL PROVISIONS

1.1. The Parties shall determine the detailed scope of the Service in the Specifications.

2. LIABILITIES
   2.1. ECHO undertakes to provide the Service following the principle of maximising the value from data analysis, i.e. the presentation of such statistics on the traffic and behaviour of Website users, the analysis of which strengthens the assessment of the effectiveness of marketing activities, budget management and indicators of effectiveness and conversion of the Website.
   2.2. The CLIENT undertakes to:
      2.2.1. provide ECHO with content-related support and to deliver in electronic form essential Materials required for proper provision of the Service. ECHO shall state, on a referential and ongoing basis, recommended Materials to be used, e.g. in the form of tools.
      2.2.2. implement of the recommended analytical codes and changes to the Website that are required for the correct implementation of the Service.
      2.2.3. not to make any changes to the Website during the performance of the Service in the scope of configuring analytical tools.

E. USER EXPERIENCE (UX) – Terms of Service

1. GENERAL PROVISIONS
   1.1. The Parties shall determine the detailed scope of the Service in the Specifications.
   1.2. The purpose of providing the Service is to increase the conversion rate of the Website's goals, subject to the following provisions.
   1.3. ECHO may not guarantee constant increase of the conversion rate obtained by introducing the recommended changes to the Website, due to:
      1.3.1. continuously introduced changes in the algorithm of the Search Engine;
      1.3.2. interest in CLIENT's products/services variable in time (seasonality);
      1.3.3. interest in CLIENT's products/services variable in time other than seasonality, in particular in the case of occurrence of an event of Force Majeure;
      1.3.4. unavailability of the Website.
   1.4. The CLIENT represents that it is familiar with the specificity of the Service and that its effectiveness is measurable after minimum 1 (one) month of its provision from the implementation of the recommended changes on the Website; in the case of the subscription Service, the final period after which it is possible to present statistically significant results of ECHO's activities depends on many variables, including the volume of traffic generated by the Website (statistical sample size); in the case of a Website where the traffic on the tested Subpages is considered low, this period may be extended.
   1.5. In order for the subscription Service to be possible, it is necessary to install a tool for generating heat maps and recording user sessions on the Website in order to obtain data on their behaviour and develop recommendations aimed at increasing the conversion rate on the Website; it is also necessary to install an A/B testing tool.

2. LIABILITIES
   2.1. ECHO undertakes to provide the Service following the effect maximisation rule, i.e. developing recommendations for changes in the design and content solutions used on the Website in such a way that the assumptions and goals indicated by the CLIENT are implemented.
   2.2. The CLIENT undertakes to:
      2.2.1. provide ECHO with content-related support and to deliver in electronic form essential Materials required for proper provision of the Service. ECHO shall state, on a referential and ongoing basis, recommended Materials to be used, e.g. in the form of data or pictures/graphics;
      2.2.2. notify ECHO in advance on its intent to introduce changes in the Website (in particular changes within the Website architecture, addition or removal of Website Subpages) in order to make sure that they will not have a negative effect on in terms of conversion and will not adversely affect the results of tests conducted on the Website; notify ECHO on reconstruction of the Website at least 25 (twenty five) business days before their final placement on the server or, if the Parties so agree, withhold their introduction until the tests are completed;
      2.2.3. implement the recommendations resulting from the UX audit provided by ECHO within no more than 21 (twenty one) business days from their delivery, if the Agreement concerns the UX audit.

3. REPORTING
   3.1. ECHO undertakes to provide CLIENT's Coordinator with the Report referring to provision of the Service after each completed test (in the case of a subscription Service).

4. RESPONSIBILITY
   4.1. ECHO shall not be held liable for lack or reduction of effectiveness of the Service where such effect results from reasons attributable to the CLIENT, as well as for actions of third persons directly contributing to a drop of conversion rate.
      4.1.1. ECHO shall not be held liable for improper provision or non-provision of the Service resulting from an error of developers, of search engines or lack of correct availability of the Website, unless ECHO contributed to the lack of availability of the Website.