

TERMS OF USE OF THE OMNIBUS APPLICATION

The User should read these Terms and Conditions of Use before installing and starting to use the OMNIBUS Application. If the User does not accept these Terms and Conditions of Use of the OMNIBUS Application, they should not launch it on their device.

By accepting these Terms of Use of the Application, you represent and warrant that you have the right to make such a decision and are aware of all the consequences associated with it.

1. DEFINITIONS OF TERMS

1.1. The OMNIBUS Application (also referred to as the Application) – an application made available by the Publisher, enabling the viewing of statistical data made available as part of the OMNIBUS website.

1.2. Omnibus service – a service providing statistical data on pharmacy sales and purchases operated by the Application Publisher.

1.3. Terms and Conditions of Use of the Application – this document, setting out the terms and conditions of use of the Application by the User.

1.4. Application Publisher – PEX Sp. z o.o. with its registered office in Warsaw; at ul. Migdatowa 4D lok 46, entered in the Register of Entrepreneurs of the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division, under KRS number 0000178089, NIP 951209356, with share capital of PLN 12,200,000.

1.5. Services – services provided electronically.

1.6. User – an entity (entrepreneur) using the Application, licensee.

2. APPLICATION

2.1. The Application is a template application for the Power BI service available as part of the Microsoft AppSource service.

2.2. Installation of the Application in a Microsoft environment (lease) managed by the User and its further use are tantamount to the User's acceptance of the provisions of these Terms of Use of the Application and the conclusion of an agreement with the Application Publisher for the use of Services provided within the Application. The agreement may be terminated at any time by the User ceasing to use the application.

2.3. In order to use the Application, the User should follow the instructions displayed after starting the process provided within the Microsoft AppSource platform.

2.4. By launching the Application, the User agrees to all general terms and conditions defined by Microsoft applicable to users of the Power BI application within AppSource.

2.5 The Application provides Services consisting of making available reports on statistical data on sales or purchases in pharmacies in Poland, created by collecting and projecting data from a panel of pharmacies, in accordance with the Omnibus service offered by PEX. These Services, regardless of the terms and conditions of use of the the Application from the AppSource platform, may be subject to restrictions and conditions specified for the User by PEX when concluding a contract for access to Omnibus service data.

2.6 Use of the Services within the Application requires User authorisation (possession of appropriate authorisation data and passwords enabling access to data made available within the OMNIBUS Service).

2.7 The User is obliged to use the Application in a manner consistent with applicable law, social and moral norms, and the provisions of these Terms and Conditions of Use of the Application.

2.8 The Application Publisher reserves the right to restrict, suspend or discontinue the provision of Services within the Application.

2.9 The Application Publisher reserves the right to modify the Application at any time, in particular for the purpose of its further development.

3 TERMS OF USE OF THE APPLICATION, RISKS ASSOCIATED WITH THE USE OF THE INTERNET

3.1 The use of the services provided within the Application requires the User to having an efficient device that meets the technical requirements specified for Microsoft Power BI programme:

3.1.1 Internet connectivity.

3.1.2 Active subscription to Microsoft Power BI Premium software

3.2 The use of any services provided electronically via the Internet is inevitably associated with the risk of threats existing on the Internet. Such threats include, in particular, the risk of impersonation by other persons, exposure to spam and the spread of malicious software that can cause damage, such as computer viruses, Trojan horses and worms. In order to avoid the risks mentioned above, Internet users should:

3.2.1 Use antivirus software and firewall applications on the device they use.

3.2.2 Keep your software up to date – we recommend enabling automatic updates.

3.2.3 Avoid untrustworthy websites and do not open emails from unknown sender.

4 LICENSE

- 4.1 The Application Publisher declares that it is the producer of the OMNIBUS Application and that it is entitled to all economic copyrights to it within the meaning of the Act of 4 February 1994 - Copyright and Related Rights.
- 4.2 The Application Publisher grants the User a non-exclusive, unlimited in time, unlimited in territory and non-transferable licence to use the Application, on the terms set out in these Terms and Conditions of Use of the Application and to use the Application in accordance with its intended purpose and functionalities.
- 4.3 The licence for the Application is granted free of charge, but the use of the Services (OMNIBUS service) within the Application (OMNIBUS) is only possible for Users who have purchased access to the OMNIBUS service data.
- 4.4 The User may not:
 - 4.4.1 Translate, adapt, rearrange or make any other changes to the Application,
 - 4.4.2 Use the data contained therein for purposes other than those covered by the licence, and in particular copying, distributing and transferring it to third parties.
 - 4.4.3 Decompile, disassemble, perform other similar activities (reverse engineering), or other activities related to unauthorised access to the structure of the Application's executable code, except in cases where such authorisation for the User results directly from the provisions of mandatory law,
 - 4.4.4 Grant further licences (sublicences) for the Application and the data contained therein.
- 4.5 The User is granted a limited and non-exclusive right to update the Application, which will be made available by the Application Publisher during the term of the licence, in accordance with the terms and conditions set out in these Terms of Use of the Application.
- 4.6 These licences are intended solely for the User's own use and business purposes and are non-transferable, except as expressly permitted herein or by applicable law.
- 4.7 The Application Publisher has the right to terminate the licence for the Application at any time with immediate effect. In addition, the licence shall expire upon removal of the Application from the Power BI environment managed by the User or upon the User's breach of the provisions of the Terms of Use of the Application.

5 DISCLAIMER OF WARRANTIES. LIABILITY

- 5.1 The Application Publisher provides the Application "as is" and without warranty, express or implied, to the fullest extent permitted by law, including, but not limited to, the warranty of merchantability or fitness for a particular purpose. This disclaimer of warranty is an essential element of the Terms of Use of the Application and a condition for granting the User a licence for the Application.
- 5.2 The Application Publisher, to the extent permitted by law, shall not be liable for any direct or indirect, financial or personal damage of any kind resulting from the use of the Application, including, but not limited to, damage related to the failure or malfunction of the User's device and loss of data.

- 5.3 The Application Publisher does not guarantee uninterrupted access to the Services provided within the Application or the quality parameters of access to them.
- 5.4 The Application Publisher makes every effort to ensure the accuracy, truthfulness and completeness of the information provided as part of the Services provided within the Application. However, it shall not be liable for the accuracy, truthfulness and completeness of the information provided as part of the Services provided within the Application, nor for its receipt by Users within the expected time.

6 COMPLAINTS POLICY

- 6.1 Despite the fact that the Application Publisher provides the Application in the form in which it is made available and without any warranty, express or implied, to the fullest extent permitted by law, the Application Publisher will endeavour to ensure the highest availability of services provided within the Application, as far as possible, including the prompt removal of malfunctions.
- 6.2 All complaints related to the operation of the Application and the provision of services through it, as well as questions regarding the use of the Application, should be sent to the following e-mail address: repo@pexps.pl.
- 6.3 Complaints will be considered within 14 days of their delivery to the Application Publisher. The User will be informed of the outcome of the complaint at the address from which which they sent the complaint or to the address indicated in the complaint.

7 ADDITIONAL PROVISIONS

- 7.1 The Application Publisher has the right to post content of an informational, advertising and promotional nature in the Application informational, advertising and promotional content in the Application, which may relate to both products and services offered by the Application Publisher and third parties, to which the User hereby agrees.

8 FINAL PROVISIONS

- 8.1 The Application Publisher reserves the right to amend these Terms and Conditions of Use of the Application. Amendments shall be published in the Application at least 14 days prior to their entry into force. If the User does not accept the amended Terms and Conditions of Use of the Application, the use of the Application for any purpose is prohibited, and the User is obliged to remove the Application from the environment managed by the User.
- 8.2 For the avoidance of doubt, it is hereby stated that the Terms of Use of the Application do not authorise the User to use the trade names, trademarks or name of the Application Publisher.
- 8.3 If any provision of the Terms of Use of the Application proves to be invalid or unenforceable under applicable law, this shall not affect the validity or enforceability of the remaining Terms of Use of the Application, unless it follows from the circumstances of its conclusion of this Licence Agreement would not have been concluded without the provision affected by the invalidity.

- 8.4 Any disputes related to or arising from the interpretation of the provisions of the Terms of Use of the Application shall be subject to the jurisdiction of Polish courts and shall be settled by the court competent for the registered office of the Application Publisher.
- 8.5 These Terms and Conditions of Use of the Application shall be governed by the law applicable in the territory of the Republic of Poland.
- 8.6 These Terms of Use of the Application are available at https://pexps.pl/wp-content/uploads/2026/02/PEX_TERMS-OF-USE-OF-THE-OMNIBUS-APPLICATION.pdf in a form that allows them to be downloaded, saved and printed.
- 8.7 The Application Publisher reserves the right to amend these Terms and Conditions of Use of the Application, of which Users will be notified at least 14 days before the amendment comes into force on the website referred to in section 6 above. If the User does not accept the amendments, they should withdraw from the agreement by uninstalling the Applicatio.