Terms of Electronic Services

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Definitions

1. Provider — Velmere (Marcin Bajak), a natural person running a sole proprietorship entered in the Polish Central Register and Information on Business Activity (CEIDG), address: ul. Zjednoczenia 26, 67-100 Nowa Sól, NIP (tax ID): 9252155184, REGON: 545657123, e-mail: velmere141@gmail.com.
2. Service — the Velmère website at https://velmere.si, available in Polish, English and German.
3. Customer — any natural or legal person, or organisational unit with legal capacity, using the Service.
4. Consumer — a Customer who is a natural person concluding a contract not directly related to their business or profession (Art. 22^1 Polish Civil Code).
5. Sole trader with consumer protection — a natural person concluding a contract directly related to their business where the contract is not of a professional nature for them, in particular in light of their registered business activity (Art. 7aa and 38a Polish Consumer Rights Act; Art. 385(5) Civil Code).
6. Business Customer — any Customer who is neither a Consumer nor a sole trader with consumer protection.
7. Account — the Customer's individual account, operated with the Supabase authentication service, created with an e-mail address and password or via Google sign-in.
8. Analysis — an automated analysis performed by the Provider's software on input supplied by the Customer, in one of three products:
   – Audit — smart-contract code analysis (source code or bytecode of a contract),
   – Shield — token risk analysis (based on the token contract address and public data),
   – Real Markets — portfolio risk analysis (based on the portfolio composition supplied by the Customer).
9. Area — one of 18 named analysis areas of a product, described in the Service. Areas 1–7 form the Basic plan, Areas 1–12 the Pro plan, Areas 1–18 the Advanced plan.
10. Plan — Basic (free, Areas 1–7), Pro (paid, Areas 1–12), Advanced (paid, Areas 1–18).
11. Prescan — a free preliminary run that establishes which Areas can be executed for the Customer's input and prepares the Quote.
12. Quote — the price calculation shown before ordering, broken down by Area, valid for 30 minutes.
13. Report — the result of an Analysis as digital content (JSON, TXT and PDF files) made available in the Account.
14. Durable medium — within the meaning of Art. 2(4) Polish Consumer Rights Act, in particular e-mail or PDF.

General

1. These Terms set out the types, scope and conditions of the electronic services, the conclusion and termination of contracts and the complaints procedure (Art. 8 Polish Act on Providing Services by Electronic Means).
2. The Terms are available free of charge in a form that can be downloaded, reproduced and stored (PDF).
3. Contact: velmere141@gmail.com, the Provider's postal address given in the definition above, contact form.
4. The Privacy Policy, Cookie Policy, Withdrawal Information with model form, Refund and Settlement Rules and Disclaimers form part of these Terms.

Services

1. The Provider offers: (1) Account — free, indefinite term; (2) Basic Analysis — free, Account required; (3) Guest analysis without an Account — free, limited diagnostic scope; input and result are kept only in server memory for a short time (as a rule 15 minutes, never longer than one hour) and are not saved to an Account; (4) Prescan and Quote — free, Account required; (5) Pro or Advanced Analysis — paid; requires an Account or, where the Website offers it, a purchase without registration (for such a purchase the Website automatically creates a technical purchase account, without the Customer's e-mail address or password, tied to the browser used for the purchase; the provisions on the Account apply to it accordingly, and the Customer downloads the Report and any sales document in that browser); (6) sample Reports and informational content — free; (7) contact form — free.
2. Analyses run automatically in an isolated environment and cover only the Areas of the chosen Plan. The Report states for each Area whether it was executed within its declared scope, executed partially, or not executed (e.g. data source unavailable or technical error).
3. The nature of Reports — including that they are not investment advice and not a security certification — is described in the Disclaimers. Nothing limits mandatory consumer rights.

Technical requirements and specific risks

1. Required: an internet-connected device, a current browser with JavaScript, TLS 1.2+, strictly necessary cookies; for an Account, a working e-mail address or Google account; software to open PDF, TXT or JSON files.

2. Specific risks of electronic services include malware, phishing (impersonation of the Service), credential theft and session attacks. The Provider never asks for a wallet seed phrase, private key or Account password. Do not include such data in Analysis input or contact messages.
3. The Provider uses encrypted connections, HttpOnly/SameSite session cookies and an isolated execution environment.

Customer obligations and prohibited content

1. Customers must use the Service lawfully and must not supply unlawful content.
2. The Customer confirms that they are entitled to submit the input (in particular source code protected by third-party copyright or trade secrets). Public blockchain data and contract addresses may be analysed to the extent permitted by law.
3. Input should not contain third-party personal data or special-category data. Where input contains wallet addresses that the Customer can link to a natural person, the Customer is responsible for having a legal basis to submit them.
4. Prohibited: circumventing limits or security, unauthorised scraping, uploading malware, using Analyses to plan or carry out attacks on third-party contracts or systems, impersonation.
5. In case of breach the Provider may refuse an Analysis or suspend the Account after a prior warning (unless the breach is flagrant or requires immediate action for security), without prejudice to a Consumer's right to a refund for unperformed services.

Account

1. The Account contract is concluded when registration is confirmed (e-mail verification or first Google sign-in); it is free and indefinite.
2. The Customer may terminate at any time without giving reasons by submitting an erasure request in the Account or by e-mail to velmere141@gmail.com. The Privacy Policy describes what is deleted and what must be retained by law.
3. The Provider may terminate for important reasons (serious breach, discontinuation of the Service) with 14 days' notice by e-mail; pending orders are not affected.
4. The Customer must keep login data secure; the Provider may revoke active sessions if unauthorised access is suspected.

Ordering a paid Analysis

1. Pro and Advanced orders require an Account or, where the Website offers it, a purchase without registration.
2. Steps: (1) enter input and run the Prescan; (2) the Service shows Quotes for Pro and Advanced, broken down by Area and marking which Areas can be executed — Areas that are impossible already at Prescan are not priced; (3) choose a Plan, read the Terms and Withdrawal Information and tick the statement in clause 4; (4) click "Order with obligation to pay" and pay in the Stripe form embedded in the Service.
3. Before ordering, the Customer receives the pre-contractual information required by Art. 12 Polish Consumer Rights Act (main characteristics, total price incl. taxes, payment, delivery time, right of withdrawal and its loss).
4. Consumer statement (current wording, version v1): "I request that the analysis starts and the report is delivered before the withdrawal period ends. I acknowledge that I lose my right of withdrawal once the report has been delivered (Art. 16(1)(m) Directive 2011/83/EU)." An order cannot be placed without it; the statement version is stored with the order.
5. The contract is concluded when the payment provider confirms successful payment.
6. Promptly after conclusion and before performance starts, the Provider sends to the e-mail address given at payment a confirmation on a durable medium containing the Terms (PDF), the Quote, the consent statement from clause 4 and the Withdrawal Information (Art. 21(1) Polish Consumer Rights Act).
7. A Quote is valid for 30 minutes; afterwards a new Quote is prepared.

Prices and payment

1. Prices are in euro (EUR) and are final prices including all taxes due, including VAT where applicable. No other costs apply beyond the Quote.
2. Each Area is priced by fixed value and compute weights, regardless of the number of findings. Areas 1–7 are always free. Full-scope prices (the Advanced plan is intended for Audit; for Shield and Real Markets it will follow later and those prices are shown for information):

– Audit (code up to 8,192 bytes): Pro: EUR 99 · Advanced: EUR 299
– Shield: Pro: EUR 15 · Advanced: EUR 49
– Real Markets: Pro: EUR 19 · Advanced: EUR 49

3. Audit — code-length pricing: each paid Area includes up to 8,192 bytes of analysed code (UTF-8 source or decoded bytecode); each started additional 4,096 bytes adds 5%, capped at four times the base price (Pro EUR 99–396, Advanced EUR 299–1,196). Length is measured automatically and shown in the Quote.
4. Prices are not personalised on the basis of automated decision-making about the Customer (profiling); they depend only on Plan, product, code length (Audit) and executable Areas.
5. When a price reduction is announced, the lowest price in the 30 days before the reduction is shown next to it (Art. 4(2) Polish Act on Price Information).

6. Payments are processed by Stripe Payments Europe Limited (Ireland). Payment methods: payment cards and any other methods shown in the Stripe payment form before you pay. The Provider does not process full card data.
7. Invoices are issued on request, and for Business Customers in accordance with Polish VAT law, including via the National e-Invoicing System (KSeF) where applicable.

Performance and delivery

1. Performance starts automatically after conclusion. Expected time: usually within 30 minutes and no later than 24 hours after conclusion (if the Report is not delivered within that time, the Client may withdraw and receives a full refund); failed runs are retried (up to 3 attempts in total).
2. The Report is made available in the Account as JSON, TXT and PDF. It can be downloaded for 7 days (168 hours) after completion — please save the files. After that, download access expires; data may still be stored as described in the Privacy Policy. Re-issuing a Report after that time is not part of the service; this does not limit rights arising from non-conformity or data protection rights.
3. Delivery occurs when the Report is made available for download in the Account.
4. After delivery the price is recalculated with the same Area allocation. Areas not executed or executed only partially are not charged and their amount is refunded. No additional charge is ever made. See the Refund and Settlement Rules.
5. If no Report is delivered (all attempts fail), the full price is refunded.

Rights in content

1. The Customer keeps all rights in its input and grants the Provider a non-exclusive, royalty-free licence to process it only to perform the Analysis, settle the order, handle complaints and meet legal obligations. Input is not used to train models and is not shared with other customers.
2. On delivery the Customer may use the Report for its own purposes, including sharing it with staff, advisers and counterparties. The Report must not be presented as a certificate, attestation or audit confirming security, and Velmère marks must not be used to suggest such certification.
3. Reports may contain information derived from third-party data providers. Raw provider data is not delivered and must not be extracted for redistribution.

Conformity and complaints

1. Towards Consumers and sole traders with consumer protection, the Provider is liable for conformity of the Report and the Analysis under Chapter 5b of the Polish Consumer Rights Act, in particular for non-conformity existing at delivery and becoming apparent within 2 years.
2. A Report conforms if it covers the Areas in the Quote to the extent stated in the Report and matches the service description. Finding or not finding a given number of issues is not in itself a non-conformity if the Area was executed according to its described method.
3. Complaints: velmere141@gmail.com or in writing to the Provider's address given in the definition above. Please include the order ID, description, requested remedy (bringing into conformity — e.g. re-running the Analysis; price reduction; termination) and contact details.
4. The Provider replies to a Consumer complaint within 14 days on a durable medium (Art. 7a Polish Consumer Rights Act); no reply within this time means the complaint is accepted.
5. Remedies follow the statute: bringing into conformity; where impossible, disproportionate, not done within a reasonable time or the non-conformity is serious — price reduction or termination (unless the non-conformity is minor). Refunds are made without undue delay and within 14 days.
6. Towards Business Customers, statutory warranty and conformity liability are excluded to the extent permitted by law, subject to Section 12. The refund for unexecuted Areas (Section 9.4) applies to all Customers.

Liability

1. Towards Consumers and sole traders with consumer protection, liability follows general law; these Terms do not exclude or limit it in an unlawful way (Art. 385^3 Civil Code).
2. Towards Business Customers, liability is limited to actual loss up to the price paid for the Analysis concerned; lost profits are excluded. These limits do not apply to wilful damage (Art. 473 §2 Civil Code) or personal injury.
3. The Provider is not liable for investment, transaction, deployment or business decisions made by the Customer on the basis of a Report, without prejudice to clause 1 and to liability for non-performance or improper performance.

Withdrawal

The separate "Withdrawal Information" sets out the withdrawal right of Consumers and sole traders with consumer protection, its exception and effects, and the model withdrawal form.

Out-of-court dispute resolution

1. Polish consumers may use municipal/district consumer ombudsmen, mediation by the Trade Inspection (WIIH), permanent consumer arbitration courts, and ADR entities registered by the President of UOKiK (www.uokik.gov.pl).
2. Consumers in other EU countries may contact the European Consumer Centre in their country.
3. The Provider's participation in ADR is voluntary. The Provider does not commit to it in advance: it decides in each case and informs the Consumer on a durable medium together with the reply to the complaint or in a separate statement.

Personal data

The Provider is the controller. See the Privacy Policy.

Changes

1. The Terms may be changed for important reasons (changes in law, service scope or method incl. Areas and payment methods, Provider details, security).
2. Account holders are notified by e-mail at least 14 days in advance and may terminate the Account contract before the change takes effect.
3. Orders placed before a change are governed by the Terms in force when placed.

Final provisions

1. Polish law applies. This does not deprive a Consumer of the protection of mandatory rules of the country of habitual residence (Art. 6(2) Rome I Regulation).
2. Disputes with Business Customers: court competent for the Provider's registered office. Disputes with Consumers: court competent under general rules.
3. The contract language is Polish; English and German versions are informational.