

TERMS

1. General Provisions

1.1. Introduction

The following Terms ("**Terms**") define the terms and conditions under which HelpRatchet Spółka z ograniczoną odpowiedzialnością [limited company] with its registered office in Gdańsk, at ul. Aleja Grunwaldzka 472, 80-309 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register under KRS Number: 0000919366, District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, NIP [Tax Identification Number]: 5833435693, REGON [National Business Registry Number]: 389833253, share capital 625,000.00 PLN ("**Company**"), provides Users with an application on the responso.com website and provides other services through it.

THE USER SHOULD READ THESE TERMS BEFORE USING THE WEBSITE, APPLICATION, AND SERVICES.

Contact with the Company is possible via e-mail at the following e-mail address: bok@responso.com.

1.2. Definitions

- (1) **Application** – software in the SaaS (Software as a Service) model, consisting of a set of instructions, implemented interfaces and integrated data intended for devices to achieve specific objectives, made available to the User by the Company based on a license and in accordance with the Terms, described in point 2.3.(5) and the Website, offered under the name Responso.
- (2) **Agent** – a person, in particular an employee or associate of the User, to whom the User has provided the Agency Profile. The provisions concerning the User specified in points 3., 5., 7. and 10. apply accordingly to the Agent.
- (3) **Price List** – a document specifying the amount of the Subscription Fee available at <https://responso.com/pl/price list>. The Price List is not an integral part of the Terms.
- (4) **Business Days** – days of the week, except for Saturdays and public holidays in the Republic of Poland.
- (5) **Add-on** – an additional feature of the Application, charged in accordance with the Price List, separate from the Subscription Fee.
- (6) **Charging Day** – the date on which Fees are calculated and charged in accordance with the rules set forth in the Terms and the Price List.
- (7) **Integration** – linking an External Account to an Agency Profile, as described on the Website
- (8) **External Accounts** – accounts on websites run or managed by third parties related to External Services, created as part of External Services or enabling their management.
- (9) **Website Account** – an account created for the User as a result of their registration on the Website.
- (10) **Text Conversation (ticket)** – a single communication thread within the Application's functionality, having a unique identifier, enabling the exchange of any number of messages within that thread, charged in accordance with the Price List, independently of the Subscription Fee.

- (11) **Billing Period** – the period selected by the User for use of the Application, being a month or twelve months, specifying the frequency of charging Subscription Fees.
- (12) **Billing Period for Text Conversations (tickets)** – a period of one calendar month during which Text Conversations (tickets) are conducted, and their number serves as the basis for calculating Additional Fees for Text Conversations (tickets).
- (13) **Trial Period** – the period indicated on the Website during which the use of the Application is free of charge, allowing the User to get acquainted with the Application; the Company may, at its discretion, extend the duration of the Trial Period for a given User.
- (14) **Fees** – Subscription Fees and Additional Fees – collectively or separately, depending on the context.
- (15) **Subscription Fees** – recurring license fees for using the Application, in the amount resulting from the Terms and the Price List, calculated as set forth in the Terms as a result of concluding a paid License Agreement or converting a free License Agreement into a paid one.
- (16) **Additional Fees** – additional fees for using the Application's features, in particular for Add-ons and Text Conversations (tickets), in the amount specified in the Price List, calculated as set forth in the Terms.
- (17) **Agency Profile** – a profile created as part of the Website Account, with which External Accounts can be integrated.
- (18) **Enterprise** - means an enterprise within the meaning of the law, and for these Terms also any brand or alias under which the User conducts business activity.
- (19) **Terms** - these Terms of Services.
- (20) **Force Majeure** – an extraordinary external event impossible or almost impossible to predict, the consequences of which could not be prevented, which prevents the proper performance of obligations under the Terms or the Agreement, the occurrence or effects of which prevent or significantly hinder the performance of such obligations, and the cost of security against its effects would be disproportionate to the salvageable benefits. Force Majeure circumstances include in particular (i) flood, drought, fire, earthquake, or other natural disasters, (ii) epidemic, pandemic or epidemic threat, (iii) terrorist attack, cyber attack, including hacker and DDoS attacks, strike, riot, state of emergency, martial law, war, threat of war or preparation for war, civil war, imposition of sanctions, embargo or severance of diplomatic relations, (iv) nuclear, chemical or biological contamination or sonic blast, (v) the enactment of law or action taken by a government or public authority, including the prohibition or failure to provide necessary consent or permission, (vi) building collapse, fire, flooding or explosion, (vii) failure or unplanned interruption of third-party IT systems or services.
- (21) **Payment Date** – the date by which the User is required to pay the Fees, as indicated on the invoice or on the Website.
- (22) **Agreement** – depending on the circumstances: Agreement for Non-Login Access to the Website, Agreement for Providing a Website Account, License Agreement (paid or free of charge, including for a Trial Period or for an indefinite term), Personal Data Processing Agreement, jointly or separately, depending on the case.
- (23) **License Agreement** – the agreement referred to in point 2.3.(1).
- (24) **Agreement for No-Login Access to the Website** – the agreement referred to in point 2.1.(3).

- (25) **Personal Data Processing Agreement** – an agreement with the content specified in [Appendix No. 1](#) to the Terms, constituting its integral part.
- (26) **Agreement for Providing a Website Account** – the agreement referred to in point 2.2.(3).
- (27) **External Service** – a service offered or made available to the User by a third party. External Services are, in particular, sales platforms (Allegro, Amazon, eBay, etc.), Internet services (Google, etc.), social media (Facebook, Instagram, etc.).
- (28) **Website** – the website managed by the Company, operating under the address responso.com.
- (29) **Service** – a service offered by the Company under the Agreement
- (30) **User** – a person concluding an Agreement with the Company who is not a consumer within the meaning of the law applicable to the Terms.

1.3. The Rules of Interpretation

The titles of individual editorial units used in the Terms are included herein for convenience and reference only and will not be relevant for the interpretation of the Terms.

1.4. Assurances of the User and their Representatives

- (1) The User is obliged to comply with the provisions of these Terms and the concluded Agreements. By concluding the Agreement, the User declares and warrants that they have read the content of these Terms and its appendices; they are entitled to conclude a valid and effective Agreement. In addition, if the Agreement is concluded by a person acting on behalf of and for the User, this person represents and warrants that they are authorized to represent the User when concluding each of the Agreements, and their authorization to represent the User has not expired.
- (2) The Terms are addressed only to Users who are entrepreneurs within the meaning of the applicable law, having full legal capacity, purchasing Services and access to the Application as directly related to their business or professional activity, in particular, those conducting online sales. By accepting the Terms, the User declares that they have the status of an entrepreneur and full legal capacity, and the Agreement is of a professional nature for them, which results in the exclusion of the User's consumer rights.

2. Description of the Services and Rules for Ordering Them

2.1. The Website

- (1) The Website is an information platform about the Application and allows you to order and use the Application via a Website Account. The Website is made available at any time in the state in which it is at the given time, which applies to both the availability of the Website and its functionality. The Company does not guarantee the availability of the Website or its functionality. The Company makes every effort to improve the website and increase its functionality.
- (2) Users can browse the content of the Website and use it without logging in. Access to some of the resources of the Website, its content, or functionality requires setting up a Website Account and logging in to it, and access to the Application by additionally ordering them. Using the Website without logging in is free of charge.

- (3) Upon entering the Website, the User concludes with the Company a time-specified Agreement for No-Login Access to the Website. Under the Agreement for No-Login Access to the Website, the User may browse the Website and use its functionalities to the extent that it is available without logging in to the Website Account. The Agreement for No-Login Access to the Website is terminated when the User leaves the Website, in particular when the window or tab with the Website's page is closed in the browser.

2.2. Registration on the Website

- (1) In order to create a Website Account, the User should register via the registration form available on the Website. Registration requires providing an e-mail address and a password identifying a given User Account and enabling to log in to it later, and also providing other data necessary to complete the registration specified in the registration form. The completion of the registration process requires integration of the Application with the External Service.
- (2) After registration, the User may be asked to provide additional information, in particular, to settle the Fees.
- (3) By registering and creating a Website Account, the User concludes with the Company an Agreement for Providing a Website Account for an indefinite period, a License Agreement, and the Personal Data Processing Agreement. Based on the "**Agreement for Providing a Website Account**" the User may use the Website and its functionalities available after logging in to the Website Account. The Website Account is used, in particular, to manage the Application, and failure to activate the Application may result in limiting the functionality of the Website Account.
- (4) During the term of the License Agreement in the free version, the User may have only one Website Account, otherwise, the Company may suspend the User's access to some or all such Website Accounts or delete such accounts.

2.3. The Application and Application License

- (1) The Application is made available to the User based on a territorially unlimited, non-exclusive license to use the Application for its intended purpose, without the right to grant further licenses (without prejudice to the Agents' rights) ("**License Agreement**"). The license entitles the User to temporarily multiply the Application in its entirety with an electronic device by displaying and using it for customer service purposes. The license may be paid or free, as described below.
- (2) The License Agreement is initially concluded for a Trial Period, by registering and creating a Website Account. The Application License during the Trial Period is granted free of charge. During the Trial Period, the user may use the Application within the scope of the functionalities available for the Enterprise subscription plan and the Add-ons, subject to the limits specified on the Website or in the Price List.
- (3) It is prohibited to use the Application during the Trial Period in a manner inconsistent with the purpose of the Trial Period, i.e., to familiarize oneself with the Application's features and test them before deciding to use the Application for a fee. In particular, it is prohibited to:
 - (a) creating or using multiple Accounts on the Website to take advantage of the Trial Period multiple times,
 - (b) taking actions aimed at avoiding the payment of Fees or delaying their accrual,

- (c) using the Application during the Trial Period for purposes other than testing it, in particular for continuous, regular, or commercial use of the Application without paying the applicable Fees.

In the event of a violation or reasonable suspicion of a violation of the above provisions, the Company may terminate the Trial Period, limit the functionality of the Application, suspend or block the Account on the Website, charge Fees, and refuse to grant another Trial Period.

- (4) Before the end of the Trial Period, the User must choose between the paid and free versions of the Application, provided that the scope of functionality of the Application available in the free version after the Trial Period is limited. The version is selected via the Account on the Website, provided that selecting the paid version also requires (i) the User to select a subscription plan, according to which Fees for their use of the Application will be charged, and (ii) linking a debit or credit card or, if the Company offers such an option, selecting another method of paying Fees from among those indicated on the Website. If no version of the Application is selected, the License Agreement will continue after the expiration of the Trial Period in the free version for an indefinite period. The User may at any time order a paid license for the Application via their Account on the Website in the manner specified in this section (4), which results in the conversion of the License Agreement into a paid agreement.
- (5) The Application is software dedicated to professional entities in the e-commerce industry and is designed to facilitate the User's customer service by automating such service, in particular through the ability to integrate External Accounts with the Agency Profile and manage External Accounts through it. The Application allows for the integration of External Accounts with the Agency Profile; however, it does not replace these accounts or External Services. The availability and usability of the Application depend in particular on the availability and proper functioning of External Accounts and External Services. In the free version after the Trial Period, the Application's functionality is limited. The Company may also make the Application available with specific functionalities, which may be expanded through separately offered and licensed Add-ons. The detailed scope of functionality for individual versions of the Application and Add-ons is specified on the Website.
- (6) Access to the Application during the Trial Period is granted to the User upon creation of an Account on the Website. Activation of the Application after the Trial Period in the free version occurs upon the expiration of the Trial Period or the selection of such a version of the License Agreement, and in the case of selecting the paid version, upon collection of the Subscription Fee in advance for the given Billing Period, unless the Company decides otherwise.
- (7) The Application is made available to the User in its basic configuration each time. It is the User's responsibility to create additional Agency Profiles and integrate Agency Profiles with External Accounts in accordance with the selected subscription plan. The Company, guided by its fair use policy, may specify the maximum number of External Accounts that may be integrated with a given Agency Profile.
- (8) Within the Application, the User may create Agency Profiles within their Account on the Service and grant access to them to Agents of their choice, while also specifying the scope of their permissions (administrator or agent). Assigning administrator permissions to an Agency Profile allows the Agent using it to manage the Application in the same manner as the User, including deleting or creating additional Agency Profiles. The User warrants that any person to whom they have granted access to an Agency Profile with assigned administrator permissions is duly authorized by them and may take any actions binding on the User, including modifying the Application's settings or granting relevant consents. The creation of Agency Profiles, particularly those with administrator privileges, shall not constitute further distribution (sublicensing) of the

Application. The User bears sole and full responsibility for the consequences of providing access data to the Service to third parties.

- (9) As part of providing access to the Application, the Company indicates that data obtained through integration with External Accounts (particularly platforms such as Amazon, Allegro), and other systems integrated with the Application—is stored on servers used by the Company. In order to ensure data processing security and system continuity, the Company performs technical data backups in accordance with applicable security standards, and the principles of data integrity and availability. These backups are technical in nature and are used solely to ensure uninterrupted operation of the Application and to protect data against loss. At the same time, the Company does not perform backups of data collected, received, or transmitted solely within External Accounts, to which the Application only gains access upon the User's request. All such data is stored exclusively within the External Accounts.
- (10) Some elements of the Application marked as "BETA" or similarly may be made available to all or some Users in the production and testing phase, which means that such an element of the Application (a) may not work properly, (b) has reduced or limited functionality, (c) may lack some functions, (d) may be removed from the Application at any time by the Company, for which the Company will not bear liability. Elements of the BETA version of the Application are not completed but have been made available to Users earlier, which is intended to allow Users to test it early before it is officially released.

2.4. Promotions

The Company may conduct promotional campaigns regarding the Services and Applications, including offering the Services and access to the Application on preferential terms (with free-of-charge periods or with discounts).

2.5. The License

The User grants the Company a free license, unlimited in time or territory, based on which the Company has the right to use the logo, names (brands), company name, website address, and trademarks belonging to the User who concluded the Agreement for Providing a Website Account, to indicate that the User uses or has used the Services or Applications. The License expires if the User, in writing or via e-mail to the e-mail address, submits to the Company an objection to the use of the above-mentioned rights or objects.

3. Use of Services

3.1. The Technical Requirements for Using the Services and Applications

To use the Services and Applications effectively, the User should have a device with Internet access and a properly configured web browser (latest version of MS Edge, Mozilla Firefox, Chrome, or Safari), an e-mail address, and, if using the Application, also access to External Accounts in a way that allows their integration with the Agency Profile.

3.2. The Rules for Providing and Using the Services and Applications

- (1) The Company provides the Services and makes the Application available with due diligence, striving to ensure the availability of the Service and Application continuously and uninterruptedly.

- (2) In some situations, the Services and Application may be unavailable or their functionality may be limited, in particular, as a result of failures and work to remove them. The unavailability or limited functionality of the External Account does not constitute grounds for considering that the Service or Application is unavailable or limited in terms of functionality.
- (3) The Company may carry out maintenance works, including removing failures or preventing their occurrence, which may result in a temporary limitation of functionality or suspension of the Services or Applications. The Company will inform the User about the date of maintenance works via the Website (Website Account). The time of limiting the functionality or unavailability of the Service or Application in the scope specified above is included in the Subscription Fee and the occurrence of such limitations does not affect its amount.
- (4) The User may use the Services and Applications only for lawful purposes and according to best practices. The User bears sole and full responsibility for how the Services and Applications are used, as well as for all actions and omissions of the User and the Agents, including violations of legal provisions, decency, and third-party rights.
- (5) The User and Agents are prohibited from providing unlawful content.
- (6) Users and Agents should keep confidential the login details for the Website Account, in particular, the password. The User is solely responsible for the consequences of providing this data to third parties.
- (7) The Company may restrict the functionality of the Service or the Application if the User engages in the actions referred to in Section 3.3 of the Terms. The Company will immediately notify the User of such a restriction via the Account on the Website or by email sent to the address provided during registration. The Company may also suspend the User's access to the Account on the Website, and the Agent's access to the Agency Profile, if, respectively, the User or Agent violates the provisions of the Agreement or these Terms.
- (8) The User must comply with the legal provisions relating to the rules of using the Services and Applications. In particular, they should refrain from violating the rights of the Company, other Users, or third parties. It is forbidden to copy or distribute the content of the Website.

3.3. Prohibited Actions

The Services and Application may not be used for:

- (1) providing unlawful, pornographic, racist, defamatory, or slanderous content to specific persons, institutions, communities, nationalities or nations, violating decency or the rights of third parties, inciting or facilitating the commission of prohibited acts,
- (2) violating any applicable laws, regulations, or decisions of competent authorities,
- (3) conducting legally regulated activities without obtaining a relevant concession, license, permit, or fulfilling other requirements resulting from applicable laws, regulations, or decisions of competent authorities,
- (4) conducting criminal activity, including committing a prohibited act,
- (5) money laundering or terrorist financing,
- (6) attacking any computers, systems, or networks, including those belonging to the Company, hack attacks or take other similar actions,
- (7) generating traffic aimed to block Services or Applications, other services, servers or systems,

- (8) infringing the rights of third parties, including the intellectual property rights of such persons,
- (9) disrupting the operation of other services, including the Application made available to other Users,
- (10) the distribution of unsolicited commercial information, as well as content constituting spam or chain letters,
- (11) taking any action to encourage or promote any action prohibited under these Terms.
- (12) generating traffic, operations, or processes that lead or may lead to overloading, degrading, or destabilizing the Services, the Application, the Integration, or the infrastructure, regardless of the purpose of such action

3.4. Analytical Data

To develop and improve the quality of the Services provided, including the Website, and the operation of the Application, the Company may use data on how the Services or Application are used by Users (e.g. on the number of messages, transactions, and customers), except for the personal data of Users' clients. The Company may publish the results of analyses only in the form of aggregate summaries of Users, in a manner that prevents the recipients of these analyses from identifying or assigning data to individual Users.

3.5. Fair Use Policy

- (1) The Services and the Application are provided based on a shared infrastructure used simultaneously by many Users.
- (2) The User is obligated to use the Services and the Application in a standard manner that does not cause an excessive load on the Company's infrastructure or the services of third parties.
- (3) Excessive use of the Services or the Application is considered, in particular:
 - (a) the integration of External Accounts containing an above-average volume of historical data,
 - (b) performing bulk or frequent synchronizations of historical data,
 - (c) generating an above-average number of synchronization operations, queries, connections, retries, webhooks, or other processing tasks,
 - (d) initiating import or synchronization processes that overload queuing systems,
 - (e) use that causes delays, degradation, or a risk of deterioration in the quality of the Services or the Application for other Users,
 - (f) circumventing the Company's technical limits or recommendations regarding the configuration of the Integration.
- (4) The Company determines whether such use is excessive based on technical, operational, and economic parameters.
- (5) To ensure the stability, security, or performance of the Services, the Company may—without the User's prior consent—implement appropriate technical measures, in particular:
 - (a) limit the speed or scope of synchronization,
 - (b) limit the number of concurrent operations,

- (c) lower the priority of data processing,
 - (d) postpone the execution of operations or synchronization,
 - (e) temporarily suspend the import of historical data,
 - (f) temporarily disable or limit the operation of a specific Integration, External Account, mailbox, Agency Profile, or selected functionality.
- (6) The measures referred to above may be implemented with immediate effect if necessary to protect the infrastructure or other Users.
- (7) At the Company's request, the User is obligated to modify the Integration's configuration, in particular to limit the scope of synchronization, disable the import of historical data, or implement other technical recommendations specified by the Company.
- (8) If excessive use of the Services or the Application is detected, the Company may notify the User thereof and indicate the recommended manner of using the Services or the Application, in particular by changing the Integration configuration, limiting the scope of synchronization, or changing the subscription plan.
- (9) In the event of continued excessive use of the Services or the Application, the Company is entitled, at its sole discretion, to:
- (a) charge additional fees in accordance with the Price List or individual agreements between the Parties;
 - (b) make the continued provision of the Services or specific functionalities contingent upon a change in the subscription plan;
 - (c) limit the scope of the Services or Application features to the extent necessary to ensure stability, security, or standard use of the Services;
 - (d) refuse to perform specific operations, in particular the import of historical data or data synchronization, until individual terms of Service provision are agreed upon.

4. Fees

- (1) The User is obligated to pay the applicable Fees in accordance with the Terms and the Price List. The Price List specifies, in particular, the amount of the Fees and the rules for their calculation and is available on the Website.
- (2) The Fees specified in the Price List are stated as net rates, to which VAT at the rate applicable at the time of issuing the VAT invoice must be added.
- (3) The Company reserves the right to change the rates and bases for determining Fees at its sole discretion, including the right to terminate or modify promotions, discounts, or special offers.
- (4) Use of the Application involves the following types of Fees:
- (a) Subscription Fee – a fixed fee for access to the Application according to the selected subscription plan;
 - (b) Additional Fees for Text Conversations (tickets) – charged based on actual usage;

- (c) Additional Fees for Add-ons – charged upon their activation, regardless of the actual scope, frequency, or extent of use of the Add-on.
- (5) The User selects the subscription plan and the length of the Billing Period via their Account on the Website. If the User uses a subscription plan with a 12-month Billing Period, changing the subscription plan or the length of the Billing Period requires the Company's consent
- (6) Payment settlement:
 - (a) for Subscription Fees – is made in advance for the Billing Period selected by the User;
 - (b) for Text Conversations (tickets) – occurs during the Billing Periods for Text Conversations, and payment is made in arrears after their completion;
 - (c) for an Add-on – payment is made in advance, at the time of the Add-on's activation, unless the Price List provides otherwise.
- (7) The Additional Fee for a Text Conversation (ticket) is charged for each Text Conversation (ticket) initiated by receiving a message or created in the App during a given Billing Period for Text Conversations.
- (8) Additional Fees for Text Conversations (tickets) are charged regardless of whether the Text Conversation (ticket) was closed, resolved, or deleted by the User.
- (9) Text conversations (tickets) containing spam messages are subject to a fee, unless they have been marked as spam by the User in accordance with the Application's features and are in fact spam.
- (10) The User is responsible for the proper configuration of spam filtering and flagging mechanisms within the Application. Failure by the User to mark a text conversation (ticket) as spam results in it being considered subject to billing in accordance with the current Price List. Marking Text Conversations (tickets) as spam in a mass, automated, or manner inconsistent with their actual nature may be considered an abuse and does not exempt the User from the obligation to pay Fees in accordance with the Price List.
- (11) The Company may verify the User's marking of Conversations as spam and, if abuse is detected, is entitled to charge Fees in accordance with the Price List.
- (12) Text Conversations (tickets) imported into the Application via an Integration are not subject to a fee, provided they were created prior to the first activation of the Integration in the Application.
- (13) The User agrees that the number of text Conversations (tickets) serving as the basis for calculating Fees is determined based on data recorded in the Company's systems.
- (14) Add-ons may be made available in the form of packages comprising a specific number of billing units (e.g., uses or conversations), in accordance with the Price List, and their purchase results in the User being granted the corresponding number of billing units to be used within the functionality covered by the Add-on.
- (15) Add-on packages are valid for twelve months from the date of purchase. If another Add-on package of the same type is purchased before the expiration of the period indicated in the previous sentence, the validity period of all unused billing units for that Add-on is extended and is recalculated from the date of purchase of the last package.
- (16) Additional Fees for Add-ons are non-refundable, and unused billing units are not subject to refund or exchange for cash or other Services.

- (17) Termination or expiration of the Agreement does not release the User from the obligation to pay Fees accrued prior to the date of termination, including Additional Fees for Text Conversations conducted prior to that date, which are billed after the end of the Billing Period for Text Conversations.
- (18) The absence of an active payment method or its removal by the User does not relieve the User of the obligation to pay Fees due for the period preceding the termination or expiration of the Agreement. If it is not possible to collect Fees from the selected payment method, the User is obligated to pay them by another method indicated by the Company.

4.1. Method of Payment

- (1) Fees are paid in the manner specified on the Website. The primary method of payment is by charging the Fees to the payment or credit card linked by the User, with card transactions processed through Stripe.com or another payment processor selected by the Company and indicated on the Website. The Company may allow Users to pay the Fees in other ways, in particular by adding additional payment options.
- (2) By linking a debit or credit card, the User declares that they are its lawful holder and are authorized to consent to its being charged for the Fees.
- (3) The User's linked debit or credit card will be charged the amount of the Fees on the Charging Day. The User is obligated to ensure that, on the Charging Day, the linked debit or credit card has sufficient funds to cover the full amount of the Fees charged. If, on the Charging Day, the balance on the payment or credit card linked by the User is insufficient to cover the full amount of the Fees, the card charge may be attempted again on subsequent days.
- (4) If the Fee is paid by a method other than debiting the payment or credit card linked by the User, the User is obligated to pay the Fee no later than by the Payment Date, provided that the deadline is deemed met upon receipt of the funds in the Company's bank account.
- (5) Fees will be documented by VAT invoices.
- (6) In the event of a delay in any payment due to the Company under the Agreement, the Company has the right to charge interest for the delay at the maximum statutory rate.
- (7) The Company may send the User a payment request in electronic form to any email address provided by the User in their Website Account on the Website, to which the User gives their irrevocable consent by accepting these Terms.
- (8) If any payments due to the Company are subject to withholding or tax deduction, the User shall increase such payments by grossing up the amount so that, after withholding or deduction, the Company receives the same amount it would have received had no such withholding or deduction been made.
- (9) The Company is entitled to verify the User's use of the Services and the Application, in particular regarding the number of Integrations, Text Conversations (tickets), use of Add-ons, and other parameters affecting the amount of Fees.
- (10) Such verification may be conducted without prior notice to the User, based on data recorded in the Company's systems.
- (11) If a discrepancy is found between the actual manner of using the Services or the Application and the declared or billed scope, the Company is entitled to:

- (a) charge the missing Fees for the period during which the discrepancy occurred,
- (b) charge statutory interest for late payment,
- (c) charge an additional administrative fee related to the verification process, in an amount up to 30% of the underpayment.

4.2. External Services Costs

The Fees do not include or cover the costs of External Services. The Company is also not obliged to incur or cover them. The User should be aware that the use of the Application may increase the costs of External Services incurred by them.

4.3. Third-Party Services

When providing the Services and making the Application available, the Company uses services provided by third parties, the availability, parameters, or limits of which may affect how the Services are provided. The Fees include the cost of such services, provided that the use of the Services or the Application is standard and not excessive. The rules regarding excessive use of the Services and the Application, as well as the measures taken by the Company in such cases, are set forth in Section 3.5 of the Terms.

5. Technical Support

5.1. Support Requests

- (1) The Company provides the User with free technical support regarding the Website Account and the Application, including the removal of failures and other disruptions in their operation. As part of technical support, the Company does not provide support for:
 - (a) elements that are subject to self-modification by the User or Agent, including the configuration of External Accounts and External Services,
 - (b) errors that arose as a result of the User's or Agent's interference in the settings of the Website Account or in the Application, which are not available to them from the Website Account or the Agency Profile after logging in, to which they gained access by violating the provisions of the Agreement or these Terms,
 - (c) errors resulting from failure by the User or the Agent to meet the technical requirements indicated in the Terms.
- (2) The User may report a failure or other disruption of the Website Account or the Application via the chat available on the Website Account or by e-mail to the following address: bok@responso.com. The person submitting the report should describe in detail the irregularities in the operation of the Website Account or the Application and provide any other information relevant to determining the causes and removal of the failure or other disruption of the Website Account or Application. The condition for submitting a report for execution is the lack of arrears in the payment of Fees on the part of the User.

5.2. Handling Reports

- (1) Technical support is provided only on Business Days between 9:00 a.m. and 5:00 p.m. (UTC+01:00). If the report was received by the Company within the above-mentioned period, the report shall be deemed received at the moment of its receipt by the Company. In other cases, the

moment of receipt of the report is deemed to be 9:00 a.m. (UTC +01:00) on the Business Day immediately following the date of receipt of the report by the Company.

- (2) The User is obliged to cooperate with the Company to the extent necessary to remove failures or other disruptions in the operation of the Website Account or the Application.

5.3. Additional Fees

- (1) If in a given Billing Period more than 25% (twenty-five percent) of errors reported by the User are reported contrary to point 5.1.(2) or are fictitious, the processing of each subsequent report will depend on the payment of an additional fee in the amount depending on the expected the number of hours of processing the report and the hourly rate of EUR 50.00 (fifty euro) net for each commenced hour, and its payment will condition the processing of the report. The Company will inform the User about the exact amount of the fee via the Website Account. If the report turns out to be justified, the additional fee will be returned by bank transfer to the bank account indicated by the User in writing or via the Website Account.
- (2) The Company may also, based on separate arrangements with the User and for a separate fee, provide technical support beyond the scope indicated in this point 5.3. The cost and terms of such support will be provided by the Company after the User has expressed interest in such a service.

6. Personal Data

The controller of the User's personal data provided when using the Services or Application is the Company. The details of the processing of personal data by the Company as their controller are set out in the Privacy Policy available on the Website. The controller of personal data of persons other than the User and provided by the User in connection using the Services or Application is the given User. The processing of data concerning such persons by the Company takes place based on the Personal Data Processing Agreement, which is **Appendix No. 1** to the Terms.

7. Liability

7.1. The Company's Liability

- (1) The Company is not liable for:
 - (a) damages caused by Force Majeure,
 - (b) acts or omissions of third parties for whose acts or omissions the Company is not responsible, in particular, for the consequences of crimes and other violations of law, decency, or rights of other persons committed by these third parties,
 - (c) status, operation, functionality, and configuration of External Accounts and External Services,
 - (d) temporary or permanent unavailability of the Service or Application, if the unavailability is caused by the action or omission of third parties for whose actions or omissions the Company is not responsible,
 - (e) use of login details and passwords by third parties, if these persons came into possession of these data as a result of their disclosure by the User or Agent or as a result of insufficient protection of information by the User or Agent against access by such persons,

- (f) malicious software (viruses, etc.),
 - (g) data and content sent or received by the User or Agent, in particular, via External Accounts,
 - (h) violation by the User of the provisions of the Agreement or these Terms.
- (2) The Company is not responsible for lost, undelivered, delayed, or incorrectly delivered data sent or received using the Application from External Accounts. The Company does not save or archive such data and any recovery of them by the User is not possible.
- (3) The Company's liability towards the User for non-performance or improper performance of an Agreement other than the License Agreement is excluded to the fullest extent permitted by law. The Company is not responsible for lost profits (*lucrum cessans*), and in terms of actual damage (*damnum emergens*) is liable only if the damage was caused by willful misconduct or gross negligence on the part of the Company.
- (4) The Company's liability towards the User for non-performance or improper performance of the License Agreement does not include liability for lost profits (*lucrum cessans*), and in terms of actual damage (*damnum emergens*) is limited to an amount equal to three times the last monthly Subscription Fee actually paid by the User or the pro-rated value of the annual Subscription Fee for 3 (three) months.
- (5) Any limitation, suspension, or modification of the operation of Integration, synchronization, data import, or other functionalities resulting from fair use principles does not constitute a breach of the Agreement and does not entitle the User to a refund of Fees or to claim damages.

7.2. User Liability

- (1) The User is liable for the use of the Service and Application by third parties to whom they have made the Service or Application available, including in particular Agents.
- (2) In the event of a third party, body, or institution making a claim or demand against the Company related to the Service provided or the Application made available to the User, the User is obliged to cooperate with the Company to the extent necessary. The User is also obliged to take part in amicable, complaint, court, arbitration, security, or enforcement proceedings pending against the Company in connection with the Service or Application provided to them, and to release the Company from liability in this respect and to cover any costs and expenses incurred as a result by the Company.

7.3. Suspending the Service or Application

- (1) The Company may suspend providing the Service or access to the Application if:
- (a) the User, Agent, or other person to whom the User or Agent has provided the Service or Application has breached the provisions of the Agreement or these Terms or there is a reasonable suspicion of breaching them,
 - (b) the User's data provided when creating a Website Account are or there is concern that they are untrue or incorrect,
 - (c) It has received a decision or judgment of a competent court or authority obliging it to suspend providing the Service or access to the Application, or when such an obligation results directly from the provisions of law,

- (d) the User's use of the Services or the Application causes or may cause an excessive load on the infrastructure, integrations, queuing systems, or third-party services, or a deterioration in the quality of service provided to other Users.
- (2) The Company may also suspend providing the Service or Application if the User is delayed in paying any amount due, including due to failure to ensure the appropriate balance of funds on the connected debit or credit card.
- (3) The Service Provider will immediately inform the User about suspending the provision of the Service or access to the Application via the Website, e-mail to the User's address provided on the Website, or a separate administration panel enabling the management of the Services.
- (4) Resuming the Service is possible after the reasons for which it was suspended cease to exist.
- (5) The Company is not liable to the User in connection with the suspension of providing Services or access to the Application for the reasons specified above.

7.4. Proceedings in the Event of Force Majeure

In the case of a Force Majeure event occurring, the party to the Agreement under its influence is obliged, if possible, to immediately notify the other party of such a situation and take actions aimed at restoring the performance of a given Agreement as soon as possible in the manner provided for therein.

7.5. Redirects to External Services

Using the Services and Applications may require temporary redirects to External Accounts, External Services, or other websites or Internet services. The transfer to the External Account, External Service, other website, or service is the sole responsibility and risk of the User.

8. Complaints

- (1) The User may submit a complaint in connection with non-performance or improper performance of the Agreement, including, in particular, improper operation of the Website Account, other Service, or Application. The complaint should be submitted via e-mail to the e-mail address: bok@responso.com. In the complaint report, under pain of leaving the complaint unprocessed, the User should provide the subject of the complaint, the moment of occurrence of the reason for the complaint, and the moment of obtaining information about the reason for the complaint, specifying the preferred method of bringing the Service or Application into compliance with the Terms, identification data and contact details of the User lodging the complaint and e-mail address to which the response to the complaint is to be sent.
- (2) The Company will process the complaint within 30 (thirty) days from the date of its receipt and will send a response to the complaint via e-mail to the address provided in the complaint, and if it is not provided – via the Website Account, via e-mail to the User's e-mail address assigned to the Website Account or another e-mail address known to the Company, including the e-mail address provided during registration.
- (3) The deadline for submitting a complaint expires after 60 (sixty) days from the occurrence of the reason for the complaint or after 20 (twenty) days from the moment of obtaining information about the reason for the complaint - whichever occurs first.

9. Termination of the Agreement

9.1. General Provisions

- (1) Either party to the Agreement may terminate the Agreement (excluding the Agreement for No-Login Access to the Website)
 - (a) in the case of a paid License Agreement—effective at the end of the Billing Period;
 - (b) in the case of a free License Agreement (including during the Trial Period or in the Free version)—with immediate effect and without providing a reason;
 - (c) in the case of an Agreement for Providing a Website Account— with immediate effect without giving a reason.
- (2) Either party to the Agreement may also terminate the Agreement without notice in the event of a material breach by the other party of the provisions of these Terms, in particular the obligation to pay Fees, after first requesting the other party to cease the breaches and remedy their effects within 7 (seven) days of receiving the demand. The Company may issue the demand referred to above via the Account on the Website, via email to the User's email address assigned to the Account on the Website, or to another email address of the User known to the Company, including the one provided during registration. The User should submit the request in writing to the Company's registered office or via email to the address: bok@responso.com.
- (3) Termination of the Agreement by the User takes place in writing to the address of the Company's registered office, via e-mail to the e-mail address: bok@responso.com, or by deleting the Website Account. Termination of the Agreement by the Company takes place via e-mail to the User's e-mail address assigned to the Website Account or another e-mail address of the User known to the Company, including the User's e-mail address indicated during registration.

9.2. The Consequences of Terminating the Agreement

- (1) Termination, dissolution, or expiration of the Agreement for providing access to the Website Account is tantamount to termination, dissolution, or expiration of the License Agreement and the Personal Data Processing Agreement.
- (2) Termination, dissolution, or expiration of the License Agreement is tantamount to the termination, dissolution, or expiration of the Personal Data Processing Agreement.
- (3) Termination, dissolution, or expiration of the Personal Data Processing Agreement is tantamount to the termination, dissolution, or expiration of the License Agreement.
- (4) Upon the dissolution or expiration of the License Agreement, the User loses access to the Application, including Agency Profiles, which may be removed by the Company without any separate notification. Upon the dissolution or expiration of the Agreement for providing access to the Website Account, the User loses access to the Website Account, which may be deleted by the Company without any separate notification. The Company is not obliged to make a backup copy of the Agency Profile data or the Website Account.

10. Final Provisions

10.1. Law and Jurisdiction

- (1) The Agreements and these Terms are subject to Polish law.
- (2) If any provision of the Terms is declared invalid by a final judgment of a court or other state authority, in whole or in part, the remaining provisions of the Terms remain in force.
- (3) The court competent for the settlement of disputes arising from or related to the Agreement is the court competent for the registered office of the Company.

10.2. Amendments to the Terms

- (1) The Company reserves the right to amend these Terms and the Price List, in particular, for reasons related to changes in the law, changes in the technical conditions for the provision of Services and access to the Application, or updates of the Fees.
- (2) The Company shall notify Users with an Account on the Website of any amendments to the Terms by providing them with the new consolidated text of the amended Terms, via an announcement published on the Website or via email to the User's email address associated with the Account on the Website or another email address known to the Company, including the one provided during registration, and the amendments to the Terms shall enter into force 14 (fourteen) days later, subject to the provisions of the following sentence. Within 14 (fourteen) days of receiving the above documents, the User has the right to terminate the Agreement(s) binding him/her to the Company in accordance with the provisions of the Terms. In the event of termination, the User remains bound by the current version of the Terms until the date of termination of the Agreement(s). If no termination is made, after the expiration of the aforementioned period, the User is bound by the amended version of the Terms
- (3) The Company will notify Users with an Account on the Website of any changes to the Price List via an announcement published on the Website or via email to the User's email address associated with the Account on the Website or another email address known to the Company, including the one provided during registration. Changes to the Price List take effect 14 (fourteen) days after the User is notified of the change to the Price List, subject to the provisions of the following sentence. Prior to the effective date of the changes, the User has the right to terminate the Agreement(s) between the User and the Company. In the event of termination, the User remains bound by the current Price List until the expiration of the Agreement. In the absence of termination, after the effective date of the changes, the User is bound by the amended Price List. Changes to the Price List do not affect Fees accrued prior to their effective date. With regard to Subscription Fees, changes to the Price List apply from the beginning of the next Billing Period.
- (4) Users who do not have a Website Account and use the Website without logging in will be informed about changes to the Terms or the Price List by making their current versions available on the Website.

Appendix No. 1 – Terms of the Personal Data Processing Agreement

Personal Data Processing Agreement

This Personal Data Processing Agreement ("**Agreement**") was concluded between:

the User within the meaning of the Terms ("**Controller**")

and

HelpRatchet Spółka z ograniczoną odpowiedzialnością [limited company] with its registered office in Gdańsk, ul. Aleja Grunwaldzka 472, 80-309 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register under KRS Number: 0000919366, District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, NIP [Tax Identification Number]: 5833435693, REGON [National Business Registry Number]: 389833253, share capital 625,000.00 PLN, ("**Processor**")

The Controller and the Processor are jointly referred to as the "**Parties**", and each individually as the "**Party**".

§ 1 THE SUBJECT OF THE AGREEMENT

1. The subject of the Agreement is entrusting the processing of personal data pursuant to Article 28(3) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ EU. L. of 2016 No. 119, p. 1 as amended) ("**GDPR**").
2. The Processor undertakes to carry out personal data processing on behalf of the Controller only for the purpose, scope, and on the terms set out in this Agreement.
3. Capitalized terms not otherwise defined in this Agreement have the meaning given in point 1.2. of the Terms.

§ 2 THE SCOPE OF ENTRUSTING THE PROCESSING

1. The Controller entrusts the Processor with the processing of personal data to the extent arising from the services provided by the Processor as part of the Website, licenses for the Application, or other services, in particular through the processing of data relating to the Controller's Agents, clients and contractors in order to ensure the functionalities of the Website and Application used by the Controller. and the availability of services provided by the Processor.
2. The Processor is authorized to perform the following processing of entrusted data: recording, organizing, ordering, storing, adapting or modifying, downloading, viewing, using, disclosing by sending, disseminating or otherwise making available, matching or combining, limiting, deleting or destroying. The scope of processing operations depends on the Controller's instructions, issued as a rule by using the functionality of the Website and Application.
3. The Processor processes the entrusted personal data in order to implement the provisions of the Terms and other agreements between the Parties, in particular the License Agreement, to the extent that data processing on behalf of the Controller is necessary for their implementation. In the remaining scope, as part of the cooperation, the Parties remain separate Controllers.
4. This Agreement applies accordingly to cases where the Controller is the processor of entrusted personal data - in this case, the Processor becomes a further processor.

§ 3 PROCESSING ONLY ON THE DOCUMENTED COMMAND OF THE CONTROLLER

1. The processing of personal data to the extent exceeding § 2 requires an amendment to this Agreement.
2. The provisions of sec. 1 do not apply to situations where the Processor acts to fulfill an obligation imposed on it by European Union law or the law of a Member State to which the Processor is subject, and the fulfillment of this obligation cannot be reconciled with the provisions of this Agreement.
3. In the situation referred to in Sec. 2, before the processing begins, the Processor informs the Controller of this legal obligation, unless the law prohibits the provision of such information.

§ 4 OBLIGATION OF SECRECY

1. The Processor authorizes only those members of its staff who are necessary to perform this Agreement to process the entrusted personal data.
2. The Processor ensures that the persons referred to in Sec. 1:
 - a) processed the personal data in accordance with the need-to-know principle,
 - b) committed themselves to secrecy or are subject to an appropriate statutory obligation of secrecy.

§ 5 SECURITY OF PROCESSING

The Processor ensures the implementation of appropriate technical and organizational measures to ensure compliance of processing with the GDPR, including the level of security of processing corresponding to the risk of violating the rights or freedoms of data subjects. The Processor informs the Controller about the security measures by indicating and updating them as part of Appendix A

§ 6 FURTHER ENTRUSTING OF PROCESSING

1. In order to perform this agreement, the Processor may use the services of further processors. The Controller gives general consent for the Processor to use the services of other processors that are suppliers, subcontractors, or partners of the Processor in connection with the implementation of the Terms or other agreements specified in Appendix B.
2. The Processor will notify the Controller of any intended changes regarding the addition or replacement of further processors by updating Appendix B. The Controller may object to such changes within 5(five) days of receiving the notification.
3. The use of the services of a further processor is allowed only based on an agreement that imposes on this entity the same data protection obligations that the initial Processor is subject to under this agreement.
4. Where that further processor fails to fulfill its data protection obligations, the initial Processor shall remain fully liable to the Controller for the performance of that further Processor.
5. The Controller authorizes the Processor to grant authorizations, and issue instructions and commands within the meaning of Article 29 of the GDPR for further processors.

§ 7 TRANSFER OF PERSONAL DATA

1. To the extent covered by a valid legal basis, the Processor may transfer or authorize the transfer of entrusted personal data outside the European Economic Area.
2. In the event of data transfer to third countries, in the absence of the decision referred to in Article 45(3) of the GDPR, an adequate level of protection should be ensured through the solutions

specified in Article 46 of the GDPR, in particular, through standard contractual clauses adopted by the European Commission.

§ 8 RESPONDING TO DATA SUBJECT REQUESTS

1. At the request of the Controller, the Processor applies organizational and technical measures that enable the Controller to fulfill the obligation to respond to the requests of the data subject. As a rule, the Controller has the option of fulfilling its obligations through the Website.
2. If the Processor receives a request regarding the exercise of the rights of the data subject, the Processor shall inform the Controller about it. When providing information, the Processor provides the sender's data and the content of the request without undue delay.

§ 9 DELETION OR RETURN OF PERSONAL DATA

1. After the end of the provision of the services and the validity of the license referred to in § 2 sec. 3, the Processor deletes all the personal data and deletes all existing copies thereof, unless European Union or Member States law requires the storage of personal data.
2. Until the end of this Agreement and the deletion of data by the Processor, the Controller may download the entrusted data from the Website.

§ 10 REPORTING

1. At the Controller's request, the Processor provides the information necessary to perform or demonstrate compliance with the obligations under Article 28 and Articles 32-36 of the GDPR.
2. If the Processor detects a data protection breach, it reports it to the Controller within a period that enables the Controller to meet the statutory deadlines for reporting data protection breaches.

§ 11 INSPECTIONS

1. In order to verify the fulfillment of obligations under this agreement, the Controller has the right to inspect the extent that the Processor processes the data entrusted by the Controller in the manner specified in this § 11.
2. The Controller may exercise the right to inspect during the Business Day of the Processor, provided that it notifies the Processor of such intention at least 5 Business Days before the proposed date of the inspection. After receiving notification of the planned inspection, the Processor has the right to set a different date, but not later than 10 (ten) Business Days from the date proposed by the Controller.
3. The Controller may exercise the right to control itself or by an authorized person not more often than once every 12 (twelve) months, and in the event of an incident - after prior arrangement of the date with the Processor.
4. The inspection may be carried out only to the extent that it includes the control of relevant documentation and the right to obtain the necessary explanations regarding the implementation of its provisions, and only to the extent that it does not require access to electronic and IT systems and devices that the Processor uses to provide Services and share Applications and premises used by the Processor, because these resources may also process other personal data not covered by the entrusting relationship.
5. All information and documents that will be made available to the Controller or a third party authorized by it in connection with the inspection are confidential and may constitute a trade secret of the Processor ("**Confidential Information**").
6. The Controller is obliged to keep such Confidential Information confidential, in particular:

- a) refrain from disclosing Confidential Information to third parties without the prior express consent of the Processor;
 - b) will not use the Confidential Information for purposes other than auditing, provided for in this Agreement or the GDPR.
7. The Controller will be obliged to provide the Processor with a written commitment of the third party, whom it authorized to carry out the inspection, to maintain confidentiality with regard to the Confidential Information to the extent specified above. The Processor has the right to refuse to provide answers and access to a third party authorized by the Controller to carry out the inspection if the condition specified in the preceding sentence is not met.
 8. The inspection may not interfere with the operations of the Processor - in the event of such a situation, the Processor has the right to interrupt the inspection during its duration.
 9. The Controller is obliged to cover the costs incurred by the Processor in connection with the inspection (e.g. in connection with the participation of the Processor's employees/associates in the activities). Taking into account the scope, duration, amount and detail of the necessary information and documents being the subject of the inspection and the related costs, the Processor has the right to charge the Controller a fee in advance, taking into account the administrative costs of providing information, providing access to documents, conducting communication or taking other requested or necessary actions in connection with an audit or inspection. Administrative costs related to the participation of employees/associates of the Processor in the activities will be settled at the rate of EUR 50 net per hour of work of a given employee/associate.
 10. The Processor has the right to refuse to provide the Controller with information legally protected by secrecy, including the company secret of the Processor or third parties, as well as information constituting personal data not covered by the Agreement, if this information can be replaced with other information (including by the Processor's declarations), and if this will not be possible - this information will be made available to the Controller (or persons designated by it) only in the location and under the supervision of a person indicated by the Processor, after prior conclusion by the Parties and all persons authorized by the Controller to carry out an inspection, an appropriate agreement obliging them to duly protect this information.
 11. The Processor undertakes to remove the deficiencies found during the inspection as soon as possible unless the Controller's request exceeds the Processor's obligations under this agreement.

§ 12 THE PROCESSOR'S LIABILITY

The processor is responsible for providing or using personal data contrary to the content of the agreement, and in particular for providing access to personal data entrusted for processing to unauthorized persons, up to the amount specified in the Terms.

§ 13 FINAL PROVISIONS

1. This agreement is concluded for the duration of the agreements referred to in § 2 sec. 3.
2. In matters not covered by this Agreement, the provisions of the Civil Code and the GDPR shall apply.
3. The court competent to consider disputes arising from this agreement will be the court competent for the seat of the Processor.
4. For purposes related to this agreement, the contact point on the part of the Processor is the e-mail address: privacy@responso.com.

APPENDIX A

THE PROCESSOR'S SECURITY MEASURES

Personal data protection policies and procedures

The Processor has prepared and adopted policies and procedures for the protection of personal data in accordance with Article 24(2) of the GDPR.

Policies and procedures for the protection of personal data have been communicated to all employees and associates of the Processor.

Persons performing operations on personal data have been duly authorized to process personal data pursuant to Article 29 of the GDPR.

The Processor monitors whether persons authorized and involved in the processing of personal data participate in the processing in accordance with their tasks and obligations, processing personal data in accordance with the need-to-know principle.

The Processor keeps a record of all categories of processing activities, which includes all information required under Article 30(2) of the GDPR.

Employee awareness

The Processor ensures that before allowing the processing of personal data, the employed employee or associate will be familiarized with the applicable data protection policies and procedures.

The Processor ensures to constantly improve the knowledge of its employees and associates through periodic training and other activities aimed at raising awareness in the field of personal data protection and information security.

Employees and associates of the Processor who participate in the processing of personal data are obliged to keep them secret.

Data protection officer

The Processor has appointed a Data Protection Officer whose status reflects the requirements of Article 38 of the GDPR and who performs all the tasks indicated in Article 39 of the GDPR.

Inspection / Audit

The Processor subjects its personal data protection system to regular, independent audits and security tests.

Subcontractors

The Processor uses only the services of such third parties/subcontractors who have been previously verified in terms of ensuring an adequate level of protection of personal data.

Access control to IT systems

Authorizations within the IT systems are granted in accordance with the need-to-know principle; a password policy has been implemented.

Technical security, maintenance, and testing of equipment

The IT system used to process personal data is protected against power failures.

Hardware and software maintenance complies with the supplier's recommendations.

The security of the server room corresponds to the current security standards.

Business continuity

Appropriate mechanisms for monitoring and detecting events that may affect information security and business continuity have been implemented.

The Processor can quickly restore the availability of and access to personal data in the event of a physical or technical incident.

The Processor has implemented a backup policy covering adequate scope, frequency, and testing.

The Processor has implemented disaster recovery and testing procedures.

Other GDPR requirements

The Processor implements new solutions according to the *privacy by design* principle.

The Processor processes the data according to the *privacy by default* principle.

The Processor keeps an inventory of the resources used in the processing of personal data.

The Processor has conducted a risk analysis for the assets used in the processing of personal data.

The Processor has the means to exercise the rights of data subjects, in particular, the right to transfer data, the right to limit processing, and the right to be forgotten.

APPENDIX B

LIST OF POSSIBLE RECIPIENTS OF PERSONAL DATA

1. Stripe Payments Europe, Limited The One Building 1 Grand Canal Street Lower Dublin 2 Co. Dublin Ireland
2. OVH Sp. z o.o. ul. Swobodna 1 50-088 Wrocław NIP [Tax ID]: 8992520556 REGON [National Business Registry Number]: 933029040
3. Amazon Web Services EMEA SARL

38 Avenue John F. Kennedy, L-1855 Luksemburg R.C.S. Luxembourg: B186284, registration number for VAT purposes in Poland: NIP [Tax ID] 1080022032

4. Google Ireland Ltd

Gordon House Barrow Street Dublin 4, D04E5W5 Ireland

5. Slack Technologies, LLC

500 Howard St San Francisco, CA 94105 United States

6. entities providing technical support and IT security services, including IT systems security audit services;

7. entities providing accounting office services, auditing services, and legal services;

8. Processor affiliates;

9. social network operators;

10. other entities cooperating with the Processor based on civil law agreements, supporting its ongoing operations, including a supplier of software for issuing invoices, a provider of mailing services.