

PRODIO TERMS OF SERVICE

Effective Date: 1 January 2020

§ 1. General provisions

1. These Terms of Service define the type, scope and conditions of Provision of Electronic Services through the Website, including the terms of use of the System.
2. The owner of the Website is Prodio Sp. z.o.o. with its head office in Katowice, Chorzowska 6 Street, registered in the National Court Register by the District Court in Kielce, 10th Commercial Division of the National Court Register under the number KRS 0000638526; NIP: 959-197-73-80, REGON: 365460167, registered capital: 10000 zł PLN
3. The use of the Website and the Services provided through it requires prior acknowledgement with these Terms of Service and their approval. The failure to accept the Terms of Service prevents you from placing an order and using the Services.
4. Due to the nature of the Services, the Terms of Service do not apply to the Consumers.

§ 2. Definitions

The following terms used in these Terms of Service shall have the meanings given to them below:

1. **Act on Provision of Electronic Services** means the Act of 18 July 2002 on the provision of services by electronic means (i.e. of 3 March 2020, Journal of Laws 2020 item 344),
2. **Activation Link** means an encoded link generated after the payment for Services order, individually assigned to the Customer, which after the completion of the access code enables access to the Customer Account,
3. **Consumer** means a natural person who makes a legal transaction with an entrepreneur that is not related directly to his/her economic or professional activity, as well as an entrepreneur running a sole proprietorship, entering into contracts of a non-professional nature, who is granted a consumer nature rights under the provisions of law (including the Act on Consumer Rights and the Civil Code),
4. **Contract** means a contract for the Provision of Electronic Service, executed remotely between the Service Provider and the Customer, the subject and content of which is determined by the provisions of these Terms of Service, Price List and information on the Services available on the Website,
5. **Customer** means the Entrepreneur using the Services under the Contract for the purposes directly related to his/her economic or professional activity,
6. **Customer Account / Account** means a part of the Website, constituting a set of resources and rights assigned to a particular Customer, available after logging in with a login and password, through which the Customer has access to the System and may use the Services,
7. **Entrepreneur** means a natural person not being a Consumer, a legal person or an organisational unit which is not a legal person and to which a separate act grants legal capacity, performing business, including partners of a civil law partnership, to the extent of the business activity they perform,
8. **GDPR** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation),

9. **Mobile Application** means a software together with elements other than software, in a version for mobile devices, through which the Customer may use the functionalities of the System,
10. **Price List** means a list of information on the fees for the Services provided by the Service Provider, available on the Website under the tab "Price List" / at the address: <https://getprodio.com/pricing/>, constituting an integral part of these Terms of Service,
11. **Provision of Electronic Services** means a provision of the Services to the Customer without the simultaneous presence of the parties (at a distance) through the transmission of data at the individual request of the Customer, which are transmitted and received through electronic processing equipment, including digital compression, and data storage, which is entirely sent, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2004. - Telecommunications Law,
12. **Service Provider** means an entity providing Services electronically under the Terms of Service, Price List and information about the Services available on the Website, <https://getprodio.com/>
13. **Services** mean free of charge and chargeable services performed by the Service Provider to the Customer electronically, through the Website, involving ensuring the Customer access to the System and its functionalities, as well as its proper operation,
14. **Settlement Period** means a period beginning on the day of the first payment and ending on the last day of reference period, for which the Customer's obligations under the Services provided on a subscription basis are settled,
15. **Subscription Fee** means a fee for the use of the Services in a given Settlement Period, paid by the Customer in an amount specified in the Price List,
16. **System** means IT solution being software, together with elements other than software, available in the SaaS (Software as a Service) model, provided by the Service Provider to the Customer through the Website, under the Contract,
17. **Terms of Service** mean these Terms of Service for the Provision of Electronic Services, constituting standard contract and at the same time complying with an obligation referred to in Article 8 (1) (1) of the Act on Provision of Electronic Services,
18. **Website** means an organised IT and information platform enabling the Customer use of the Services and access digital content developed by the Service Provider available at the domain address www.xxx.pl and its subdomains.

§ 3. Technical requirements

1. Using the Website, including in particular the Services, requires meeting the minimum technical requirements necessary for the cooperation with the System, i.e.:
 - 1) having a functioning device with an Internet connection (e.g. computer, tablet, smartphone),
 - 2) permanent Internet connection with a minimum capacity of 10Mb/s
 - 3) current and correctly configured web browsers versions of Google Chrome
 - 4) the software enabling proper display of PDF documents,
 - 5) active email address,
 - 6) cookies and JavaScript enabled.

§ 4. Use of the Website

1. On the Website, the Service Provider enables the Customer:
 - 1) reviewing the information on the scope and conditions of performance of the Services,
 - 2) creating, maintaining and cancelling the Customer Account,
 - 3) placing orders for Bundled services and use of the Services,
 - 4) communication via the contact form,
 - 5) online chat conversation with the Service Provider.
2. By accepting these Terms of Service, the Customer is obliged in particular:

- 1) not to provide unlawful content, including but not limited to: post offensive, untrue, immoral, violating good practices, promoting violence and hatred content,
 - 2) not to undertake any actions aimed at disrupting the functioning of the Website and gaining access to information or data not intended for the Customer,
 - 3) not to undertake any other actions which would be contrary to applicable laws, good practices or would violate the rights and personal interests of the Service Provider and third parties.
3. The Customer undertakes to use the content of the Website solely for his/her own purpose and for the performance of the Contract. Use of the resources and functionalities of the Website for other purposes, requires a separate, prior and written consent of the Service Provider.
 4. In the event that the Customer using the Website, breaches these Terms of Service or the applicable laws, or in any other way acts to the detriment of the Service Provider and/or third parties, the Service Provider may restrict or deprive him of access to the Website, effective immediately. The Customer shall be notified immediately of the measures taken by the Service Provider. Re-granting access to the Website requires the prior consent of the Service Provider.
 5. If the event referred to in section 4 above occurs, the Customer should undertake immediate actions to eliminate the reason for the restriction or blocking access to the Customer Account; otherwise, the Service Provider is entitled to terminate the Contract with immediate effect (without notice).
 6. The Service Provider reserves the right to suspend the provision of the Services within the System due to maintenance or repair works, modernisation or rebuilding the System. The Service Provider shall make efforts to ensure that the interruptions in the provision of Services are not onerous to the Customers. The notification on the planned, temporary suspension of the System shall be provided to the Customers by email to the email address provided during registration or through the Customer Account.
 7. The Service Provider shall not be liable for interruptions in the provision of Services or disruptions in access to the Website, caused by force majeure (fire, natural disasters, epidemics), Customer's equipment malfunctions, power or Internet connection cuts, unauthorised interference by the Customers or third parties or malfunctions of telecommunication systems and software installed on the Customers' computer equipment.

§ 5. Customer Account

1. Registration and maintenance of the Customer Account are free of charge.
2. Registration of the Customer Account requires filling in a registration form available on the Website and providing the following data in line with the facts: <https://app.getprodio.com/site/register/>
3. The contract for maintaining the Account between the Service Provider and the Customer enters into effect upon the Account activation by the Customer by clicking on the Activation Link sent by the Service Provider to the email address provided by the Customer upon the Account registration.
4. Logging into the Website requires a login and password. The login is the Customer's email address. The password is set by the Customer in the course of the Account registration.
5. The Customer undertakes to maintain the confidentiality of information enabling access to the Customer Account. To maintain the security of login, the Service Provider recommends changing the login password every 30 days. The Service Provider is not responsible for the consequences of sharing the password by the Customer with third parties.
6. The Account is created for an indefinite term, whereby the Customer is entitled to cancel the Account at any time without giving a reason. To this end a contact with the Customer Support department on magda@getprodio.com is required.

7. The Service Provider is entitled to block the Account in the case referred to in Article 4 section 4 hereof or to cancel the Account in the case referred to in Article 4 section 5 hereof.
8. Change or recovery of the password is possible through the password recovery or change function available at individual login page].

§ 6. Use of the Services

1. The use of the Services requires prior registration of the Customer Account on the Website, approval of the Terms of Service and Privacy Policy, acknowledgement of the Price List and information on the available Services, published on the Website and, in the case of chargeable Services, upon the payment of the Subscription Fee.
2. Customers may use the Services free of charge - as part of free access to the Services for 14 days and for a charge - as part of the chosen option of the chargeable Services, according to the Price List.
3. Respectable there are available different subscription periods for the chargeable Services, and the choice of the type of chargeable Services is made by the Customer when placing an order for the Service. The time of providing the Services within the purchased subscription starts from the day of activation of the Services.
4. The orders placed but not confirmed within 7 days shall be cancelled.
5. Orders for the Services are received and registered by the Service Provider from Monday to Friday between [8] and [17] CET throughout the calendar year without Polish official bank holidays.
6. The free of charge Services shall be activated within 72 hours from the confirmation of the order placed by the Customer via an email with link with the confirmation of creating an account, and the chargeable Services, within 96 hours after the Service Provider's bank account has been credited with the Subscription Fee, the amount of which depends on the selected option of the Services.
7. The Customer, during and after the termination of the free of charge Service, may enter into a Contract for the provision of the chargeable Services, through a contact with the sales department via built in chat / email or a dedicated bookmark inside the application. The Service Provider shall inform the Customer via email about termination of the non-chargeable Service and the possibility to enter into a chargeable Contract.
8. The Customer shall have the right to change the Subscription Fee and the chosen type of the Services at any time, before the end of the current Settlement Period. To do so, the Customer shall contact the sales department via built in chat / email or a dedicated bookmark inside the application. The new Settlement Period for the new type of Services shall start after the end of the current subscription period.
9. After the end of the free of charge 14-day trial period, the account becomes inactive if the Customer does not wish to continue with the chargeable Services. No additional payment is charged.
10. The Contract for the provision of a chargeable Service is executed for the period applicable to the chosen type of the Service and the Price List available on the Website.

§ 7. Payments

1. The Customer undertakes to pay for the Service in advance, according to the Price List, within 3 days of the Service order confirmation; otherwise, the Service Provider is entitled to withdraw from the Contract and cancel the order.

2. If a particular type of the Services is not specified in the applicable Price List, the Customer is bound by an individualised price list (corresponding to the content of a separate contract with the Service Provider).
3. The Service Provider admits the payments in the following forms: traditional wire transfer, BLIK, Quick transfer, via cards, PayPal or other methods provided by the payment service provider. The moment of payment is the date when the payment is credited to the Service Provider's bank account.
4. The costs associated with the payment shall be borne by the Customer.
5. The Service Provider shall issue an invoice to the Customer based on the data provided upon the registration of the Customer Account. If the Customer is a VAT payer, during the registration or in the order, he/she shall provide his NIP (tax id) number and indicate whether to issue a VAT invoice. The Service Provider shall deliver the invoice to the email address of the Customer within 7 days of its issuance.
6. The Customer agrees to receive invoices from the Service Provider electronically, in accordance with Article 106 n (1) of the Act of 11 March 2004 on value-added tax.
7. Any changes to the Subscription Fees shall be published on the Website through the announcement of the current Price List.
8. Change of the Price List does not affect the change of the Subscription Fees paid by the Customers under the Contract, executed before the announcement of the changed Price List.

§ 8. Contract termination

1. The Contract for the Services shall be terminated:
 - 1) for the Service of maintaining the Customer Account - at the moment of submitting by the Customer an instruction to cancel the Account (by making changes to the Customer Account or by sending a declaration of the Account cancellation to the Service Provider's email address) or as a consequence of cancelling the Customer Account by the Service Provider due to termination of the Contract for the reasons specified in Article 4 section 5 hereof,
 - 2) in respect of the Service provided free of charge - upon expiry of the duration of the Service and in connection with non-payment of the Subscription Fee for a chargeable Service,
 - 3) in respect of a Service provided free of charge - upon expiry of the period for which the Service was purchased and failure to continue the Contract for a further Settlement Period, which shall be understood as a failure to pay the Subscription Fee for the next Settlement Period.
2. The Customer may terminate the Contract without giving any reasons by cancelling the Customer Account in the System. In such a case, the Contract expires at the end of the current Settlement Period and the fees previously charged are not refunded.
3. The Service Provider is entitled to terminate the Contract without notice in case of:
 - 1) submission by the Customer of false and incomplete data which are necessary for the execution of the Contract,
 - 2) reasonable suspicion or finding that the Customer uses the Services in a manner contrary to these Terms of Service or in a way which violates the generally applicable provisions of law or the rights of third parties, including in particular a violation by the Customer of the obligations set out in Article 4 section 2 hereof or in a situation referred to in Article 4 section 5 hereof.

§ 9. Complaints procedure

1. In the event of concerns about the functioning of the System or irregularities in the provision of the Services by the Service Provider, the Customer may file a complaint by sending it to the following email address: magda@getpodio.com .

2. The complaint should indicate:
 - 1) login/email address assigned to the Customer and his/her contact details,
 - 2) the subject matter of the complaint - indication of the irregularities together with the date of their occurrence and duration,
 - 3) proposed manner of resolving the complaint.
3. Before processing a complaint, the Service Provider may request the Customer to supplement it if the Customer's information, referred to in section 2 above, requires clarification to process the complaint properly.
4. The complaint shall be resolved immediately, but no later than within 14 days of receipt of the complaint by the Service Provider, and the Service Provider shall notify the Customer of the manner of resolving the complaint, electronically, to the email address assigned to the Customer Account.
5. Any other comments on the functioning of the Website and questions regarding the Services should be addressed via email to the following email address: magda@getpodio.com.

§ 10. Technical support

1. During the term of the Contract and as part of the Subscription Fee, the Customer may use the Service Provider's technical support in connection with the Services.
2. To obtain the technical support, a problem shall be reported to the following email address: magda@getpodio.com, indicating the type of irregularities and bugs in the System.
3. The technical support and assistance are provided by the Service Provider from Monday to Friday (except statutory holidays in the Republic of Poland) from 8 to 17 CET.
4. The Service Provider's technical support does not apply to:
 - 1) elements which are subject to self-modification by the Customer,
 - 2) errors that result from unauthorised interference of the Customer in the Service settings,
 - 3) problems that result from the Customer's failure to meet the technical requirements necessary to use the Service.

§ 11. Personal data protection and confidentiality

1. The Administrator of the Customers' personal data is the Service Provider.
2. Data administrator processes Customers' personal data, i.e. name and surname, business address, email address, telephone number, tax identification number, bank account number, in order to enable the Customers to use the System, including the provision of the Services to the Customer.
3. Providing personal data by the Clients is voluntary; however, without providing such data, it may be impossible to use particular Services.
4. The Service Provider endeavours to ensure the security and confidentiality of personal data, in particular, by carrying out processing activities in accordance with applicable laws (GDPR and sectoral regulations) and ensuring appropriate security measures.
5. More information on the protection of the Customers' personal data, together with the information on the cookies policy, can be found in the Privacy Policy available on the Website.
6. The processing by the Service Provider of data of the persons other than the Customer shall take place pursuant to the data processing trust agreement attached as schedule no. 1 hereto.

§ 12. Proprietary rights in intangible assets

1. The Service Provider reserves that the content of the Website and the System are protected by intellectual property rights (e.g. graphic elements, logotypes, software).
2. The use of the Website does not imply the acquisition of any rights in intangible assets to the works contained in the Website. It is forbidden to copy, distribute, use or modify any elements of the Website or the System without the Service Provider's prior consent.
3. The Service Provider grants the Customer a non-exclusive licence (hereinafter referred to as the "Licence") under which the Customer is authorised to use the Website and the System for the intended purpose, including in accordance with these Terms of Service, the Price List and other notices posted on the Website, and the licence granted to the Customer does not authorise to grant further licences (sublicenses).
4. The Licence is granted by the Service Provider without territorial limitations for a limited period, corresponding to the duration of the System access Service and expires upon the deletion of the Client's Account.

§ 13. Final provisions

1. The Terms of Service are available free of charge on the Website for each Customer.
2. The Service Provider reserves the right to amend the Terms of Service, subject to the protection of already acquired rights.
3. The Service Provider shall inform the Customers of the amendments to the Terms of Service no later than 14 days before their planned entry into force by displaying a notice and announcing the new Terms of Service on the Website and sending information about the planned amendment electronically to the email address assigned to the Customer Account. The Customer's failure to object to the proposed amendments within 14 days of the notification shall be deemed acceptance of the new Terms of Service. In the event of an objection, the Contract shall be terminated on the day preceding the effective date of the new Terms of Service, which shall also result in the termination of the Contract for maintaining the Customer Account.
4. The Service Provider may regulate the use of the System differently, under a separate contract concluded with the Customer. In such a case, if any discrepancies occur, the provisions of the abovementioned contract shall prevail over the provisions of these Terms of Service.
5. These Terms of Service shall be governed by Polish law. Any disputes under these Terms of Service shall be resolved through amicable negotiations and if no agreement is reached, before a common court with jurisdiction over the Service Provider's registered office.
6. The content of these Terms of Service is available on the Website and in the Mobile Application.
7. These Terms of Service enter into effect on 1 January 2020.

PRIVACY POLICY

Effective as of: 1 January 2020r.

Dear Customer,

We make every effort to ensure the security and confidentiality of your data. We care about your privacy, both when you visit our Website, register an account with us and use our services, as well as when you contact us by phone, email or online chat, subscribe to our newsletter or visit our social media channels. We act in compliance with the rule of law, including provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (hereinafter the "GDPR").

In this document, we would like to provide you with essential information about your personal data processing. For the sake of clarity, we have put them together in the form of questions and answers. All of this is to let you know why, on what basis and for how long we process your data, as well as who can access it and what rights you have.

HOW DO WE ACCESS YOUR PERSONAL DATA?

Using the website and system in domain getprodio.com (hereinafter: "Website"), you may be asked to provide your personal data. The provision of data is voluntary, but in certain situations, it may be necessary. For instance, if you do not provide us with your email address, we will not send you our newsletter, register your account or answer by email your question asked through the contact form.

Some data is collected automatically through cookies during your visit to the Website (e.g. IP address, browser type, operating system type, etc.). They are used to administer the Website, provide hosting services and create relevant marketing content. However, you can freely block and restrict the installation of cookies using your browser settings or the other (free) solutions.

WHO IS THE CONTROLLER OF YOUR PERSONAL DATA?

The administrator of your personal data is Prodio Sp. z.o.o. with its head office in Katowice, Chorzowska 6 Street, registered in the National Court Register by the District Court in Kielce, 10th Commercial Division of the National Court Register under the number KRS 0000638526; NIP: 959-197-73-80, REGON: 365460167, registered capital: 10000 zł PLN

If you have any questions or concerns, you can contact us electronically at the following email address: magda@getprodio.ocm

FOR WHAT PURPOSE, ON WHAT LEGAL BASIS AND FOR HOW LONG DO WE PROCESS YOUR DATA?

We process your personal data:

- 1) to conclude and perform the contract for the provision of services (registration and maintenance of the Customer account, placing orders for free of charge and chargeable services, execution of the contract):
 - legal basis: the processing is necessary for the performance of the contract or in order to take steps at the request of the data subject before entering into a contract (Article 6(1)(b) of the GDPR),
 - the data will be processed until the end of performing the service (deletion of the Customer account, termination of the contract for the provision of services);
- 2) to comply with tax obligations (issuing invoices, keeping accounting records):
 - legal basis: the processing is necessary for compliance with a legal obligation to which we are subject (Article 6(1)(c) of the GDPR),
 - data will be processed until the expiry of the prescription periods for tax obligations;
- 3) to comply with personal data protection legal requirements:
 - legal basis: legal obligation incumbent upon us (Article 6(1)(c) of the GDPR),
 - data will be processed until the expiry of the prescription periods for claims due to the breach of data protection legislation;
- 4) to determine, pursue and defend possible claims:
 - legal basis: the processing is necessary for the purposes of our legitimate interests in taking actions aimed at protecting our rights in proceedings before the courts and other state authorities (Article 6(1)(f) of the GDPR),
 - the data will be processed until the expiry of the prescription periods for claims under applicable law;
- 5) to ensure the proper functioning of the Website and to analyse the activity of Website users:
 - legal basis: the processing is necessary for the purposes of our legitimate interests in conducting analyses and statistics on the use of particular functionalities of the Website (e.g. Google Analytics cookies, Facebook Pixel) (Article 6(1)(f) of the GDPR),
 - data will be processed until an effective objection is raised or the purpose of the processing is achieved;
- 6) to run a fan page on Facebook and a group under the name <https://www.facebook.com/getprodio> and to interact with the users of the aforementioned social media:
 - legal basis: the processing is necessary for the purposes of our legitimate interests in promoting the Website and adapt its functionalities to current needs (Article 6(1)(f) of the GDPR),
 - the data will be processed until the expiry of the prescription periods for claims under the applicable legislation;
- 7) to answer your questions addressed to us by telephone or email, including via the form available on the Website and online chat:
 - legal basis: the processing is necessary for the purposes of our legitimate interests in communicating with our Customers and answering questions from our potential customers or other persons interested in our products and services (Article 6(1)(f) of the GDPR),
 - the data will be processed until the expiry of the prescription periods for claims under applicable law;

8) for marketing purposes (promotion of our goods and services):

- legal basis: the processing is necessary for the purposes of our legitimate interests in maintaining business relationships with Customers and surveying their satisfaction, looking after our own interests and image (Article 6(1)(a) of the GDPR), or respectively the processing is based under the voluntary consent of the person who has given it for a specific purpose (Article 6(1)(a) of the GDPR),
- the data will be processed until an effective objection is raised or the purpose of the processing is achieved, and in the case where the basis for the processing is the consent of the data subject until the consent is withdrawn (whereby withdrawal of the consent does not affect the lawfulness of data processing prior to its withdrawal);

REMEMBER!

We process your personal data, as long as it is necessary to achieve the aforementioned purposes unless you make a valid and proper request for your personal data to be deleted. In addition, the period of the processing may be subject to the content of the legal provisions applicable to us, e.g. in the case of the storage of financial documents or the time limits for pursuing the claims.

WHO MAY BE A RECIPIENT OF YOUR PERSONAL DATA?

In certain situations, if this proves necessary for the purposes of data processing, we rely on the support and assistance of external entities. However, each time, prior to the transfer of personal data, we require the recipients to guarantee an adequate level of data protection and confidentiality.

The recipients of your personal data may be:

- 1) entities involved in the performance of our contracts, e.g., accounting office, IT services providers, hosting services providers, payment systems providers,
- 2) entities whose help and services we use in the scope of our business activity on the basis of separate agreements, e.g. providers of tools to analyse activity on the Website and direct marketing, suppliers of tools for creating landing pages and collecting leads, suppliers of the office systems, suppliers of project management software, suppliers of communication software,
- 3) authorised state authorities under applicable laws,
- 4) other entities whose request for data transfer is justified under the applicable laws.

DO WE TRANSFER PERSONAL DATA TO THIRD COUNTRIES?

In general, we do not transfer personal data to countries outside the European Union and the European Economic Area (EEA). However, if such a need arises in connection with the provision of services, we will assess the circumstances and ensure that an appropriate level of data protection is in place so that the processing is carried out in accordance with applicable legal regulations.

Operating the Website, we use services and technologies offered by the entities such as Facebook, Microsoft, Google, which are based in the United States and may partially process personal data using servers located outside the European Economic Area (EEA). In the light of the provisions of the GDPR,

these are so-called entities located in third countries, in respect of which an assurance of an adequate level of protection or a note of the existence of appropriate safeguards must be demonstrated.

We ensure that the aforementioned entities apply the compliance mechanisms provided for by the GDPR (e.g. certificates) or standard contractual clauses adopted by the European Commission (Article 46(2)(c) of the GDPR). For more information on the data processing by the aforementioned entities, please visit the websites of the providers of these services.

DO WE PROFILE YOUR PERSONAL DATA?

As part of the Website and the technologies used, we may profile your data. This involves using your data (i.e. gender, age, interests, approximate location, your behaviour on the Website) to assess your activity and potential interest in the services.

The profiling makes it possible to personalise offers and advertisements addressed to the users; however it does not influence the terms and conditions of concluded contracts for the provision of the services. The information processed is anonymous and is not associated with the user ordering the services. Thus, we do not make any automated decisions that could have legal consequences for individuals or could affect them in a similarly significant manner.

WHAT PERSONAL DATA DO WE PROCESS AS A PROCESSOR AND HOW DO WE OBTAIN THEM?

Under the terms of service and any other separate agreements, we also act as a processor, processing personal data which users enter themselves into the system, such as: name, surname, company address, data regarding registration of work and tracking working time in the system, a profile photo. These data are collected and subsequently recorded in the system directly by the controller of these data.

As a processor, we process data only on the documented instructions of the controller of such data (under a data entrustment agreement), committing ourselves to secure the data properly by applying appropriate technical and organisational measures and ensure an adequate level of protection corresponding to the risks involved in the processing of personal data (in accordance with the Article 32 of the GDPR). We also ensure that persons authorised by us to the process have undertaken to keep it confidential. Upon completion of the services relating to the processing of personal data entrusted to us, we will return all such data to the controller of such data (the Customer) and delete existing copies unless applicable law obliges us to store personal data.

DO WE USE COOKIES?

On the Website we use so-called cookies ("cookies"), which are short text information stored on your computer, phone, tablet or other devices, which can be read by our system and also by the systems belonging to other entities whose services we use: Facebook, Google.

Thanks to cookies, we collect anonymous data about users' visits to the Website, which we can use to improve the functionality of the Website, identify errors or for marketing purposes.

Usually, web browsers allow the use of the cookies on the end device by default. However, users can block and restrict the installation of cookies at their own discretion, using their browser settings or by using other (free) solutions. During your first visit to the Website, we will display you the information on the use of cookies. If you do not change the settings of your browser, you will agree to their use. You can find more information on how to change your cookie settings on the website of your browser.

Please be informed that disabling or restricting the use of cookies may cause difficulties in using the Website, e.g. it may take longer to load the Website or restrict the use of its functionality or Facebook page likes.

HOW DO WE PROTECT YOUR DATA?

To ensure a high and consistent level of protection, we use IT environment safeguards adequate for the processing, as well as technical and organisational measures, which include, among others:

- 1) TLS protocol encryption,
- 2) creating backup copies,
- 3) equipping data centres with data protection mechanisms,
- 4) conducting regular security level tests,
- 5) monitoring the security of personal data,
- 6) mitigating the risk of potential abuses and reacting promptly in case of their occurrence,
- 7) implementing data protection policies,
- 8) ensuring continuous confidentiality, integrity, availability and resistance of the processing systems and services,
- 9) allowing access to personal data only to authorised persons,
- 10) creating and regularly modifying passwords to access systems where personal data are processed.

WHAT RIGHTS DO DATA SUBJECTS HAVE?

Data subjects whose data we process have the rights to:

- 1) access to their personal data;
- 2) change their personal data;
- 3) remove their personal data;
- 4) restrict the processing of personal data;
- 5) object to the processing of personal data;
- 6) transfer the personal data;

7) withdraw consent to the processing of personal data (provided that the processing is based on the consent of a data subject).

However, the rights listed above are not absolute, and in certain circumstances, after analysis, we may legitimately refuse to exercise them.

Please also be informed that the withdrawal of your consent to data processing will not affect the lawfulness of data processing that took place on the basis of the consent given before its withdrawal.

If you request us to exercise any of the above rights, we will respond to your request without delay, but no later than within one month of its receipt. If due to the complexity of the request or the number of requests, we are unable to comply with your request within one month, we will comply with it within a further two months. However, we will inform you of the intended extension of the deadline beforehand.

HOW CAN YOU COMPLAINT ABOUT IRREGULARITIES IN THE PROCESSING OF PERSONAL DATA?

If you believe that your personal data is processed by us contrary to the applicable law, you can file a complaint with the President of the Office for Personal Data Protection.

DOES USING THE WEBSITE INVOLVE SENDING LOGS TO THE SERVER?

The use of the Website involves sending queries to the server on which the Website is hosted. Each query sent to the server is recorded in server logs and stored on the server. The logs include, among others, the IP address, date and time of the server, information about the Internet browser and operating system.

The data stored in the server logs are not associated with specific users of the Website and are not used by us to identify you.

The server logs constitute solely auxiliary material used to administer the Website, and their content is not disclosed to anyone except persons authorised to administer the server.

CAN WE AMEND OUR PRIVACY POLICY?

Yes. Personal data protection is a process that we adapt to meet current needs and changing technology. Therefore, our Privacy Policy may be supplemented or amended, as we will inform you by a post on the Website, and in the event of material changes, we will send separate notices on the amendment to registered service users by email.