

REGULATIONS FOR THE PROVISION OF SERVICES WITHIN THE PARTNERPLACE PLATFORM

Effective date: 7.06.2024

§ 1.

Definitions

1. The terms used in this document have the following meanings:
 - 1) „**Form**” – means the Services order form. The template of the Form states **Appendix 1** to the Regulations;
 - 2) „**Account**” – means the Partnerplace functionality, created in the process of registering the Service User on Partnerplace, containing an individual space made available to the Service User on Partnerplace (after logging in) as part of and to use the Services;
 - 3) „**Lead**” – means data of a natural or legal person that is exchanged by the Service User and the Partner within Partnerplace;
 - 4) „**Modules**” – mean functional categories separated within Partnerplace, created and made available by the Service Provider to Service Users, depending on the Service package specified in the Agreement; the list of Modules is available on Partnerplace.io (Features tab); part of the Modules available to all Service Users– these are "Core" Modules; other modules are available as “Add-on”– the selected Package determines the number of available “Add-on” Modules;
 - 5) „**Package**” – means the set of available Modules selected by the Service Provider under the Agreement; the list of Packages is available on Partnerplace at: <https://partnerplace.io/pricing>;
 - 6) „**Partner**” – means a natural or legal person to whom the Service User grants access to Partnerplace as part of building its partner network on Partnerplace;
 - 7) „**Partnerplace**” – means app-website available via a web browser at: <https://app.partnerplace.io>, run by the Service Provider and to which the copyright is held by the Service Provider, consisting of Modules, on which the Service Provider provides the Service User with software for building partner networks in exchange for Remuneration, i.e. through which the Service Provider provides Services;
 - 8) „**Privacy policy**” – means a document regulating the principles of processing Users' data in connection with the provision of Services within Partnerplace, available on the Partnerplace.io website at: https://partnerplace.io/hubfs/legal/privacy_policy.pdf;
 - 9) „**Regulations**” – means this document specifying the principles and conditions for the provision of Services electronically (within the meaning of the Act), constituting an integral part of the Agreement concluded between the Service Provider and the Service User;
 - 10) „**Parties**” – means both the Service Provider and the Service User;
 - 11) „**Agreement**” – means an agreement for the provision of Services, concluded between the Service Provider and the Service User under the terms specified in the Regulations, under which the Service Provider undertakes to provide Services to the Service User, and the Service User undertakes to pay the Service Provider the agreed Remuneration for the duration of the Services;

- 12) „**Services**” – means services provided electronically (within the meaning of the Act) by the Service Provider to the Service User, provided in the Software-as-a-Service (SaaS) model, providing the Service User with remote access to the Partnerplace software via the Account, and granting the Service User the opportunity to use all Partnerplace functionalities as part of the Package agreed in the Agreement, in particular, related to the admission of Partners to Partnerplace and the exchange of Leads by the Service User and the Partner; under the Service Agreement the recipient has access to a specific number of Modules defined in the purchased Package, the Service User may change the active Modules in Partnerplace at any time;
 - 13) „**Service User**” – means an entrepreneur within the meaning of the Act of March 6, 2018, Entrepreneurs' Law, who has concluded an Agreement with the Service Provider and who uses the Services as part of his business or professional activity under the conditions specified in the Regulations; The Service Recipient may be a User or may authorize selected Users to use the Services on their behalf and for their benefit;
 - 14) „**Service Provider**” – means RIALTO limited liability company based in Szczecin, address: street Gdynska 3/2, 71-534 Szczecin, entered into the register of entrepreneurs of the National Court Register kept by the District Court Szczecin-Centrum in Szczecin, 13th Commercial Division of the National Court Register, under KRS number: 0001070224, NIP: 8522701390, REGON: 526999858, share capital: PLN 5,000.00;
 - 15) „**Act**” – means the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws 2002, No. 144, item 1204, as amended);
 - 16) „**User**” – means each individual using Partnerplace; all provisions of the Regulations relating to Service Users also apply to Users;
 - 17) „**Remuneration**” – means the remuneration due to the Service Provider from the Service User in exchange for the provision of Services, paid on the terms set out in the Regulations, in the form of a subscription for the period specified in the Agreement (e.g. a month, half a year, a year), at the rate resulting from Agreements.
2. Definitions set out in paragraph 1 above may appear in the Regulations in singular and plural.

§ 2.

General Provisions

1. The Partnerplace software, to which the Service Provider grants access to the Service User as part of the Services provided, is used by the Service User to build a referral program in which the Service User can create a network containing a maximum number of Partners, specified in the selected Package.
2. The Regulations define the principles and conditions for the provision of Services within the meaning of the Act, in particular:
 - 1) scope of Services provided;
 - 2) terms and conditions of providing Services, including:
 - a) technical requirements necessary for cooperation with the IT system used by the Service Provider,
 - b) prohibition on providing illegal content by the Service User;
 - 3) conditions for concluding and terminating Agreements;

- 4) complaint procedure.
3. The provision of Services requires the conclusion of an Agreement by the Parties – by completion and signing of the Form by the Service User, and then acceptance and creation of the main administrator account by the Service Provider.
4. Contact with the Service Provider in all matters is possible:
 - 1) by post to the Service Provider's address: street Gdyńska 3 lok. 2, 71-534 Szczecin;
 - 2) via email at info@partnerplace.io;
 - 3) using the contact form on the website partnerplace.io

§ 3.

Types and Scope of Services

1. The Service Provider provides the following Services on Partnerplace:
 - 1) Account service - the Service Provider offers Service Users, as part of concluded Agreement, the possibility of registering and logging in to an Account on Partnerplace;
 - 2) a service, after logging in to the Account, with remote access to the Partnerplace software and allowing the Service User to use all Partnerplace functionalities as part of the Package agreed in the Agreement, in exchange for the Remuneration specified in the Agreement;
 - 3) contact form service, which is a functionality available free of charge to all Users.
2. The Services indicated in section 1 above, are provided at the individual request of Service Users.
3. Commencement of the provision of the Account access service referred to in section 1 point 1 above, takes place after the conclusion of the Agreement, by the provisions of § 5 of the Agreement. The Service Provider creates the first main administrator Account based on the Service User's email address provided in the Form. An email is sent to this Account with the option to set a password. The Service User may grant selected Users access to the Account.
4. With the acceptance of the Regulations and the Privacy Policy in connection with the conclusion of the Agreement, the Service User entrusts the Service Provider with the processing of personal data needed to provide the Services on the terms specified in the Privacy Policy and other documents regulating the issues of personal data protection. Detailed information regarding entrusting personal data can be found in **Appendix No. 2** to the Regulations.
5. The Service User undertakes to keep the data enabling logging into the Account secret.
6. After logging in to the Account, the User has access to Modules, by the Package, which the Service User chose when concluding the Agreement with the Service Provider. A detailed list of Packages, along with a description of the Modules included in these Packages, can be found on partnerplace.io. The Service Provider reserves the right to expand Partnerplace with additional Modules.
7. Every Service Account has access to the administration panel enabling Account configuration.
8. The contact form referred to in section 1 point 3 above, enables contact with the Service Provider by entering the email address for contact, name and surname or company name, and the message. Service User can consent to receive commercial information from the Service Provider.

9. The Service Provider may introduce anti-spam protection within the forms referred to in sections 1 point 1 and 3 above.
10. Services are provided continuously, 24 hours a day, seven days a week, with availability at a level not lower than 98% of the time per year.
11. During the period of provision of the Services, the Service Provider will provide the Service User with:
 - 1) making backup copies of data contained in the Account daily;
 - 2) access to technical support, Monday to Friday, from 9:00 a.m. to 5:00 p.m. (UTC+01:00), via a dedicated email address indicated in Partnerplace.
12. The Service Provider reserves the right to modify Partnerplace and the Services. The modifications will not result in a deterioration of the technical and organizational conditions of the Services. Modifications may, in particular, develop the functionality of Partnerplace or adapt Partnerplace to legal and technological requirements. The Service Provider will inform about the introduced changes via partnerplace.io and app.partnerplace.io. The unavailability of the Services resulting from the development of Partnerplace will not be treated as unavailability of the Services.

§ 4.

Terms of Providing Services

1. To meet the technical requirements necessary to cooperate with the IT system used by the Service Provider, the Service User must have:
 - 1) access to the Internet;
 - 2) access to email;
 - 3) a computer capable of browsing websites - some Partnerplace features may not be available on mobile devices and older browsers;
 - 4) a keyboard or other device enabling correct completion of the Form and use of the functionality of the Account and Modules.
2. In connection with the provision of Services, the Service User may post his/her materials, such as files and text content on Partnerplace. These materials belong to the Service User. The Service Provider has no rights to these materials, except for limited rights that allow the Service Provider to provide the Services. By concluding the Agreement, the Service User consents to the Service Provider's access to the above-mentioned materials, for the purpose of storing them on the Service Provider's servers and creating backup copies.
3. It is prohibited for Service Users to provide illegal content, in particular via the Account registration form, contact form, the Module enabling uploading and sharing files via Partnerplace, via the Lead Management Module, as well as by providing links to external websites.
4. The Service Provider does not monitor the content posted by Service Users on Partnerplace, therefore it is not responsible for the content stored on Partnerplace. The Service Provider has the right to verify, remove, and provide access to the content stored on Partnerplace in the event of receiving an official notification or obtaining reliable information about the illegal nature of this content or related activities.
5. If a third party makes any justified claims against the Service Provider related to the Service User's unlawful content stored on Partnerplace, the Service User will indemnify the Service Provider from liability to the fullest extent possible and undertakes to cover all costs incurred by the Service Provider in connection with these claims.

6. It is prohibited to disrupt the operation of Partnerplace in any way, in particular interfering with the Partnerplace infrastructure, sending viruses, spamming, and using scripts that negatively affect the operation of Partnerplace.
7. The Service User may not use Partnerplace to perform, promote, or support the following activities:
 - 1) disinformation, fraud, and other fraudulent activities;
 - 2) threats, slander, and other actions that constitute hate speech, harassment, and stalking;
 - 3) sending spam;
 - 4) developing services and platforms that compete with Partnerplace.
8. If the Service User violates the provisions of the Regulations in the manner specified in sections 2-7 above, the Service Provider will notify the Service User about his unauthorized activities and demand their cessation. The Service Provider may also block the Service User's access to the Services provided.
9. The Service User may configure the Account by the options available in the Account administration panel, according to his/her own needs. The Service Provider is not responsible for improper configuration of the Account by the Service User.

§ 5.

Conditions for concluding and terminating Agreement

1. To conclude the Agreement, the Service User completes and submits the Form to the Service Provider by sending it via the website partnerplace.io. The Service Provider also allows the possibility of sending the completed Form, by the template constituting Appendix 1 to the Regulations, directly to the email address of the Service Provider referred to in § 2 section 4 point 2 of the Regulations. The Service User is obliged to provide true and correct data in the Form.
2. After receiving the signed Form, the Service Provider may accept or reject the order covered by the Form, sending the Service User information in this regard, to the email address provided by the Service User, within 14 days from the date of receipt of the Form.
3. To conclude the Agreement, the Service Provider may request the Service User to send him appropriate powers of attorney or other documents which will indicate the correct manner of representing the Service User. The Service Provider may also request a scan of the Form signed by authorized representatives of the Service User.
4. The Agreement is concluded when the Service User receives the acceptance of the order covered by the Form by the Service Provider. The provision of Services will commence upon the conclusion of the Agreement or by the information contained in the Form.
5. The Agreement is concluded for a fixed period equal to the period of provision of the Services selected by the Service User. After the expiry of this period, the Agreement is automatically extended for another identical period, unless it is terminated by one of the Parties by section 6 below. The Service Provider reserves the right to present the Service User, before extending the validity of the Agreement, with a new price list containing the Remuneration due to the Service Provider after extending the validity of the Agreement for another period.
6. The Agreement may be terminated by either Party, effective at the end of the period of provision of Services paid for by the Service User. The declaration of termination of the Agreement is sent to the other Party, i.e. to the Service User - to the Service User's

email address provided in the Form, and to the Service Provider - to the Service Provider's email address referred to in § 2 section 4 point 2 of the Regulations. The Service User retains access to the Services during the notice period, i.e. until the end of the period of provision of the Services paid for by the Service User. The Service Provider does not return to the Service User the Remuneration collected for a given period of provision of Services.

7. The Service Provider has the right to terminate the Agreement with immediate effect in the cases specified in § 8 section 2 point 3 of the Regulations.
8. Within 30 days from the date of termination of the Agreement, the Service Provider may provide the Service User with data collected on his Account, at the Service User's request sent to the Service Provider's email address referred to in § 2 sections 4 point 2 of the Regulations, and in exchange for payment of a handling fee in the amount of 199 EUR net. If, within 30 days from the date of termination of the Agreement, the Service User does not submit the appropriate application referred to in the preceding sentence or does not pay the handling fee to the Service Provider, the data collected on the Account will be deleted by the Service Provider.
9. If the Service User decides to change the Package selected under the concluded Agreement, the Service User completes and submits the Form to the Service Provider. The provisions of § 5 of the Regulations shall apply accordingly.

§ 6.

Complaint procedure

1. Service Users may submit complaints related to the Services provided by the Service Provider, as part of the functionality of the contact form referred to in § 2 section 4 point 3 of the Regulations, or to the email address of the Service Provider referred to in § 2 section 4 point 2 of the Regulations.
2. The complaint should contain at least the following elements:
 - 1) company or name and surname of the Service User;
 - 2) email address of the Service User;
 - 3) precise description of the subject of the complaint.
3. Complaints will be considered within 14 days from the date of their receipt. Feedback information will be provided to the Service User, to the email address provided.
4. The procedure for submitting complaints does not exclude the possibility for Service Users to pursue their rights by the provisions of generally applicable law.
5. The Service Provider is not liable for damage resulting from reasons attributable to the Service User, User, or Partner, i.e. in the case of:
 - 1) failure to comply with the above-mentioned person's technical requirements specified in § 4 section 1 of the Regulations, or defects of the devices and technologies mentioned therein used by these persons;
 - 2) improper operation of devices and software by the above-mentioned persons, in particular, incorrect use of Partnerplace;
 - 3) unauthorized interference with Partnerplace by the above-mentioned persons, in particular introducing illegal content;
 - 4) entering incorrect, incorrect, or incomplete data by the above-mentioned persons at any stage of using the Services;
 - 5) loss of control over the Account due to failure to exercise due diligence in securing the confidentiality of login data to the Account.

§ 7.

Obligations and rights of the Service User

1. The Service User is obliged to:
 - 1) comply with the provisions of the Regulations and Privacy Policy;
 - 2) use Partnerplace by its intended purpose and applicable law;
 - 3) use Partnerplace only for purposes directly related to the business or professional activity conducted by the Service User;
 - 4) refrain from any activity that may result in disruption of the proper operation of Partnerplace, violation of the rights or personal rights of other Service Users, Partners, third parties, or the Service Provider;
 - 5) provide the Service Provider with true data necessary for the proper provision of the Services and immediately updating these data if they change;
 - 6) send and share on Partnerplace only materials to which the Service User has appropriate rights, in particular proprietary copyrights;
 - 7) comply with the principles and provisions of the law regarding electronic communication (including commercial information), and processing of personal data, in particular the provisions of the Act, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and the Act on data protection personal data.
2. Service Users who have concluded an Agreement with the Service Provider as part of "early-bird" access (i.e. early access to the first version of Partnerplace) are obliged to issue the Service Provider opinions on the g2.com website and to prepare and send the Service Provider references to the email address indicated in § 2 section 4 point 2 of the Regulations – within 60 days from the date of commencement of the provision of Services. The Service Provider will be entitled to use the content specified in the preceding sentence for the Partnerplace promotion, indefinitely, until the consent to use this content is withdrawn by the Service User.
3. The Service User may provide access to Partnerplace to selected Users by sending them an invitation to the Account (i.e. registration) to use the Services on behalf and for the benefit of the Service User.
4. The Service User may provide access to Partnerplace to its Partners. For this purpose, the Service User, after logging in via the Partnerplace Account, sends invitations to Partners to the Partners' email addresses or provides the Partners with a registration form.
5. The Service User and Partners may publish Leads, links to external websites, files (if the Service User uses a Package containing such functionality), and other content on Partnerplace, subject to the restrictions set out in § 4 sections 2-7 of the Regulations.
6. If such functionality is made available on Partnerplace, the Service User and Partners may maintain a repository of payments, containing information about settlements made between the Service User and Partners. All payments between the Service User and Partners will take place outside Partnerplace and the Service Provider is not responsible for errors or delays related to these payments or information contained in the payment repository.
7. Before using Partnerplace, each User and Partner declares that they have read and accepted the content of the Regulations and the Privacy Policy. Whether the Service User is obliged to ensure compliance with the provisions of these documents by each User and Partner and is responsible for the actions of Users and Partners undertaken within Partnerplace.

§ 8.

Obligations and rights and obligations of the Service Provider

1. The Service Provider is obliged to exercise special care to ensure the proper functioning of Partnerplace. If technical errors occur on Partnerplace, the Service Provider undertakes to remove them immediately.
2. The Service Provider has the right of:
 - 1) limiting the scope or suspending the provision of Services in the event of a violation by the Service User of the provisions of the Regulations, the Agreement, or applicable legal provisions - until the violation is clarified;
 - 2) suspending the provision of Services in the event of a delay in payment of the Remuneration by the Service User for a period exceeding 7 days - until the outstanding Remuneration is paid;
 - 3) termination of the Agreement with immediate effect in the event of a delay in payment of the Remuneration exceeding 30 days or a gross violation by the Service User of the provisions of the Regulations, the Agreement, or applicable law.
3. The actions described in section 2 above will be preceded by the Service Provider sending information about the intended actions to the Service User to the Service User's email address provided in the Form.
4. Implementation of the activities described in section 2 above will take place by the Service Provider sending appropriate declarations to the Service User to the Service User's email address provided in the Form.
5. The Service Provider has the right to contact the Service User within the scope and in connection with the implementation of the Agreement, in particular by sending direct email correspondence and publishing pop-up messages on Partnerplace, which may also be visible to Partners, if it is necessary to ensure security. and proper functioning of Partnerplace.
6. If, due to the Service Provider's fault, the data collected by the Service User on Partnerplace is irretrievably lost or the Service User's access to Partnerplace is blocked to an extent other than that specified in the Regulations, and as a result, the Service User suffers damage, the Service Provider's liability towards the Service User is limited to the sum Remuneration paid by the Service User to the Service Provider on an annual basis.

§ 9.

Remuneration

1. The Service Provider's remuneration for the provision of Services is a periodic fee, paid by the Service User in the amount resulting from the Package selected by the Service User and at the frequency agreed by the Parties, based on an invoice issued by the Service Provider.
2. The Service Provider will issue the first invoice at the commencement of the provision of the Services, and each subsequent invoice at the commencement of each subsequent period of provision of the Services, depending on the frequency of

payment of the Remuneration by the Service User agreed by the Parties (e.g. monthly, semi-annual, annual).

3. The Remuneration is paid by the Service User in advance, within 7 days from the date of delivery of the invoice, by transfer to the Service Provider's bank account indicated in the invoice.
4. Payment of the Remuneration is deemed to have been made on the day the amount is credited to the Service Provider's bank account indicated in the invoice.
5. The Service User consents to receiving electronic invoices sent to the Service User's email address provided in the Form.

§ 10.

Intellectual property

1. The content posted by the Service Provider on Partnerplace constitutes "works" within the meaning of the Act of February 4, 1994, on copyright and related rights, subject to copyright protection, to which the Service Provider is entitled.
2. Provided that the Service User complies with the provisions of the Regulations, the Service Provider grants the Service User a revocable, non-exclusive, non-sublicensable, and non-transferable license to access and use the Service and Partnerplace, solely for the Service User's use as part of the Service User's business or professional activity. The license referred to in the preceding sentence allows the Service User to provide access to Partnerplace to selected Users and Partners. The license is granted for the duration of the Agreement and may be revoked at any time, at the sole discretion of Service Provider.
3. The Service User may not remove, hide, or modify any copyrights or trademarks belonging to the Service Provider. The Service User may not copy Partnerplace and Partnerplace elements.
4. The Service User provides: an exclusive and free license for the Service Provider's use of the logo Services recipient, in particular constituting a graphic or verbal-graphic trademark new, used by the Service User in connection with the activities conducted within Partnerplace - to the extent enabling the Service Provider to promote Partnerplace, in particular by making this logo available in the publicly available part of the Partnerplace platform. License is granted indefinitely until the consent is withdrawn by the Service User

§ 11.

Personal data protection

Detailed provisions regarding the protection and processing of personal data of natural persons by the Service Provider in connection with the provision of Services are included in the Privacy Policy available ready websitepartnerplace.io.

§ 12.

Confidentiality

1. All information and data posted on Partnerplace by the Service User, Users acting on his behalf, and Partners are confidential. The Service Provider undertakes to keep confidential information and data entered into the Service Provider's IT system, except when:

- 1) information and data are publicly available or generally known, unless they have become publicly available or generally known as a result of a violation of the provisions of generally applicable law;
 - 2) obtained the Service User's consent to disclosure;
 - 3) The Service User uses a Module that publishes content outside the closed part of the Partnerplace platform (e.g. "Partner Directory" Module)
 - 4) disclosure is required by generally applicable law.
2. All Users and Partners using Partnerplace are obliged to maintain the confidentiality of information and data posted on Partnerplace, similarly to the obligation specified in Section 1 above. The Service Provider is not responsible for breaches of confidentiality committed by Users and Partners.

§ 13.

Final Provisions

1. All rights granted by the provisions of the Regulations cannot be assigned or delegated by the Service User without the consent of the Service Provider.
2. In matters not regulated by the Regulations, the provisions of the law in force in the territory of the Republic of Poland shall apply, in particular the Civil Code and the Act.
3. The Parties will try to resolve any disputes related to the provision of Services amicably. In the event of failure to reach an agreement, the Parties will submit the dispute to the court having jurisdiction over the seat of the Service Provider.
4. The Service Provider is entitled to unilaterally change the Regulations at any time, in particular in the event of:
 - 1) organizational or legal changes to the Services;
 - 2) changes in applicable laws applicable to Partnerplace;
 - 3) changes to Partnerplace functionality.
5. The annexes to the Regulations, constituting their integral content, are:
 - 1) Appendix 1 - standard form
 - 2) Appendix 2 - information on entrusting personal data.

DETAILED INFORMATION ABOUT TRANSFER OF PERSONAL DATA

Using the Service

Upon creating an Account and accepting the Regulations:

1. The User undertakes to comply with the provisions of the Regulations and the Partnerplace Privacy Policy.
2. The User undertakes to use the Service only for purposes directly related to his business or professional activity,
3. The User confirms that the data provided to the Service Provider is true and undertakes to immediately update this data if it changes.
4. The User undertakes to send or otherwise make available using the Service only materials to which he or she has the appropriate rights,
5. The User undertakes to strictly comply with the principles and legal provisions regarding the sending of electronic communications (including commercial information), the processing of personal data, and in particular the provisions of the Act on the provision of services by electronic means, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and the Personal Data Protection Act,
6. The User undertakes to keep his/her Account login details secret,
7. Upon acceptance of the Regulations, the User entrusts Partnerplace with the processing of personal data needed to provide the Service by the principles set out in the Privacy Policy and other documents regulating issues of personal data protection.

Privacy policy and personal data

Partnerplace processes personal data by the principles set out in the Privacy Policy available on the partnerplace.io website at: https://partnerplace.io/hubfs/legal/privacy_policy.pdf

Appendix No. 2
to the Regulations for the Provision of Services
as part of the Partnerplace platform

PARTNERPLACE SERVICES ORDER FORM

| Service provider | |
|-------------------------|--|
| Name | RIALTO limited liability company |
| Address | street Gdynska 3 lok. 2, 71-534 Szczecin, Poland |
| email address | info@partnerplace.io |
| Billing | NIP: 8522701390 |

| Service User | |
|---|------------|
| company name | [...] |
| Company address | [...] |
| Email address of the main platform administrator | [...] |
| Company data | NIP: [...] |

| Services | |
|--|-------|
| Selected Service Package | [...] |
| Planned date of commencement of the provision of Services | [...] |
| Other services | [...] |
| Additional information | [...] |

| Reckoning | |
|--|-------|
| Monthly remuneration for the selected Service package | [...] |

The Service User declares that:

1. The Service User become familiar with the offer of Service packages available on Partnerplace.
2. The Service User has read the Regulations and Privacy Policy available on Partnerplace and accepts their provisions.
3. The Service User has read the description of the processing of personal data constituting Annex No. 1 to the Form.

4. The Service User is an entrepreneur interested in providing Services to him as part of his business or professional activity.
5. The person/persons signing this Form on behalf of the Service User is/are duly authorized to represent the Service User.
6. By submitting this form, the Service Provider submits an offer to conclude the Agreement by the provisions of the Regulations.
7. The Service User agrees to receive invoices issued by Partnerplace for the Service provided in electronic form.

place, date, and signature of the Service User

Description of Processing

- 1.1. Under the terms set out in this Agreement, the Service User entrusts Partnerplace with the processing (within the meaning of the GDPR) of the Personal Data described below.
- 1.2. Processing will be carried out during the term of the Agreement.
- 1.3. The nature and purpose of processing result from the Agreement. Especially:
 - The nature of processing is determined by Partnerplace's role as the Service provider.
 - The purpose of processing is the implementation of the Agreement.
- 1.4. Processing will include the following types of personal data ("Data"):

Regular data:

1. first name and last name,
2. email
3. official position
4. address IP,
5. phone numbers,
6. Address for correspondence,
7. NIP,
8. Bank account number,
9. profile picture

Unstructured data

- content about the potential and probable content of personal data (entries, text documents, images, recordings, videos).

Data Processing will apply to the following categories of persons:

- customers of the Administrator's service/product (Service User) specified in the Agreement and their employees,
- people with whom the Administrator's clients interact socially,
- contractors (partners) (recipients and suppliers) of the Administrator's clients and their employees,
- recipients of electronic correspondence of the Administrator's clients and partners (contractors) of the Administrator's clients.
- Employees and associates of the Administrator;

2. Sub-entrustment

2.1. Partnerplace may entrust specific Data processing operations using a written subcontracting agreement to other processing entities, hereinafter referred to as Sub-Processors.

3. Partnerplace Responsibilities

The Processor has the following obligations:

3.1. Only acting persons may be permitted to process Data under the authorization of the Processor. The Processor keeps records of these persons and undertakes to ensure that these persons keep the Data secret, and the obligation to maintain secrecy also exists for 2 years after the implementation of the Agreement and termination of employment.

3.2. Partnerplace ensures Data protection and takes data protection measures referred to in Art. 32 GDPR.

3.3. Partnerplace undertakes to keep documentation describing how Data is processed, including a register of personal data processing activities. At the request of the Service User, the Processor keeps a register of the processor's data processing activities, excluding information constituting the trade secret of other Service Users and Partnerplace contractors.

3.4. Partnerplace is obliged to provide persons authorized to process Data with appropriate training in the field of personal data protection.

4. Obligations of the Administrator/Service User

The Service User is obliged to cooperate with the Processor in the execution of the Agreement, provide the Processor with explanations in case of doubts as to the legality of the Administrator's actions, and fulfill his/her specific obligations promptly.

5. Notification of Personal Data Breaches

5.1. Partnerplace notifies the Service User about any violation or suspected violation of Data protection no later than 24 hours from the moment the violation is discovered or suspected.

5.2. Notification of a violation should be sent together with all necessary documentation regarding the violation to enable the Administrator to fulfill the obligation to notify the supervisory authority.

6. Declarations of the Parties

6.1. The Service User declares that he is the Data Administrator or is authorized to process them based on a data processing agreement with the entity that owns the data and that he is authorized to process them.
to the extent entrusted by Partnerplace.

6.2. Partnerplace declares that, as part of its business activities, it professionally processes personal data covered by the Agreement, has the necessary knowledge in this area, appropriate technical and organizational measures, and guarantees the proper performance of this Agreement.

7. Responsibility

7.1. Partnerplace is liable for damage caused by its actions in connection with failure to fulfill the obligations that the GDPR imposes directly on it or when it acted outside the lawful instructions of the Service User. The Processor is liable for damage caused by the use or failure to use appropriate security measures.

8. Duration of the Entrustment Agreement

The duration of the contract is determined by the Agreement, of which the above paragraph is a part.

9. **Deletion of Data**

9.1. Upon termination of the Agreement, Partnerplace has no right to further process the entrusted Data and is obliged to:

- (1) delete the Data or, at the Administrator's discretion, return the Data,
- (2) deletion of any existing copies or return of the Data, unless the Administrator decides otherwise or the law of the European Union or the law of the United States of America or the law of another country requires further storage of the Data.

9.2. The Processor will delete the Data within 30 days from the end of the Agreement