

Document effective as of 01.01.2024

TERMS OF IT SERVICES

DEFINITIONS

Principal - means an individual with full legal capacity, a legal person or an organizational unit without legal personality, to which a separate law grants legal capacity, using or intending to use the services of the Service Provider.

Service Provider - zgoda.net Spółka z ograniczoną odpowiedzialnością, 28 Efraima Schroegera St., 01-822 Warsaw, NIP: 527-272-65-70, KRS: 0000536149 (District Court for the Capital City of Warsaw in Warsaw), share capital: PLN 5000.00.

Service - the provision of IT support in the broad sense by the Service Provider to the Principal without first concluding a written contract for the provision of IT services.

Agreement - an agreement between the Principal and the Service Provider in writing for the provision of IT services.

Parties - means collectively the Principal and the Service Provider.

RATES

1. For the Principal not bound by an Agreement with the Service Provider, the following rates shall apply. For a Principal bound by an Agreement with the Service Provider, the following rates will apply for works other than that listed in the Agreement or when the hourly limit is exceeded or when the Principal does not have an hourly limit and is billed by the Service Provider on the basis of an hourly report at the end of the billing period. The rates will be increased by the VAT due.

Task	Hourly rate [PLN].
Helpdesk work - billed every 20 minutes	150.00
Work requiring the skills of M365/technical Administrator - billed every 20 minutes	280.00
IT consultations - billed every 20 minutes	280.00
IT security and Ransomware consultation and consulting - billed every 60 minutes	470.00
Project Manager's work - billed every 60 minutes	200.00
Development work - billed every 60 minutes	200.00
Travel within Warsaw	100.00
Travel outside of Warsaw	100.00 + 1.30 PLN/km*.

* a fee of PLN 1.30 is charged for each kilometer outside the Warsaw border in both directions.

2. The rates in the above table cover work between 09:00 and 17:00 on working days. For work performed outside these hours or on non-working days, public holidays and customary holidays, 100% of the hourly rate for the above services is added. Work at the Principal's premises and work between 5:00 pm and 9:00 am are charged on an hourly basis. The fee is charged for each billing period started.

3. The remuneration charged by the Service Provider will be payable within 14 days from the date of the Service Provider's VAT invoice.

4. In case of ordering by the Principal of Services at other locations/branches, the cost associated with travel and/or possible overnight stay will be added - each time accepted by the Principal.

zgoda.net sp. z o.o.

28 Efraima Schroegera St.

01-822 Warsaw

E: biuro@zgoda.net

P: +48 22 120 23 33

OBLIGATIONS OF THE PARTIES

1. The Service Provider shall ensure that, with respect to the Services, it has the knowledge, experience and resources necessary to perform the subject matter thereof.
2. The Service Provider shall document the performance of the Services by developing the relevant billing records in the Service Provider's system. A copy of the documentation will be provided to the Service Provider after the end of the billing period upon request of the Service Provider.
3. The Service Provider shall decide how to implement the Services after consultation with the Principal.
4. The Principal shall cooperate in the performance of the Services to the extent necessary for their proper execution, in particular:
 - a) Provide the Service Provider with access to premises and equipment;
 - b) Provide explanations and answers to the Service Provider's questions promptly, but within no more than 5 working days of receipt;
 - c) Ensure that all materials provided by them, including the licenses used by them for installed software (among others: operating system software, antivirus, accounting software, MS Office) do not violate the rights of third parties, in particular their copyrights.

CONFIDENTIALITY CLAUSE

1. The Parties undertake to keep confidential all information (including appropriate protection of data carriers and documents) concerning the Agreement and the Parties, constituting a business secret within the meaning of Article 11(2) of the Act on Combating Unfair Competition of April 16, 1993.

PENALTIES

1. The Principal bound by the Agreement with the Service Provider undertakes not to cooperate under any legal relationship for the duration of this Agreement as well as for a period of 24 months after its termination with the Service Provider's employees. The Principal not bound by the Agreement with the Service Provider undertakes not to cooperate on the basis of any legal relationship for a period of 24 months after the performance of the Service with the Service Provider's employees. In the event of violation of the above prohibition, the Service Provider shall pay to the Service Provider a contractual penalty in the amount of PLN 20,000 for each violation. This penalty shall be payable within 14 days from the date of delivery to the Service Provider of a demand for payment drawn up in writing and containing a justification describing the case of the Service Provider's taking cooperation with the Service Provider's employee.

COPYRIGHTS

1. The Service Provider declares that the services performed by it, including materials, products, etc. supplied, do not violate any rights of third parties, especially with regard to copyright and related rights.
2. The Service Provider allows the use and publication of the logo, the name of the Service Provider's company and a description of the scope and type of Services provided to the Service Provider (so-called case study) for reference purposes on the Service Provider's websites: www.anycloud.pl, www.veriti.pl, www.zgoda.net and on the Social Media channels operated by the Service Provider.

DURATION OF THE AGREEMENT

1. The Agreement may be terminated by the Service Provider with immediate effect in the event of a material breach of its terms by the Principal, which is understood in particular:
 - a) Default in payment of remuneration in excess of 7 days despite prior written request for payment and setting at least a 7-day period for payment calculated from the date of delivery of the request;
 - b) Failure of the Principal to provide the necessary cooperation in the execution of the Agreement, despite a prior written request and the setting of at least 7 days to respond to the request counting from the date of delivery of the request.

2. The Service Provider shall be entitled to suspend the provision of Services while retaining the right to remuneration in case the delay in payment of remuneration exceeds 30 days.
3. The Service Provider will update each year in the month of February the amounts of wages and rates of services performed by the inflation rate.

FINAL PROVISIONS

1. The competent court for disputes between the Service Provider and the Principal shall be the court having jurisdiction over the registered office of the Service Provider.
2. Any amendments to the Agreement must be in writing under pain of nullity.
3. The Principal shall be informed about the Terms of Services being amended by the Service Provider one month in advance before the new Terms of Services become effective.

REGULATIONS FOR THE PROCESSING OF PERSONAL DATA BY THE PRINCIPAL (CONTROLLER) IN CONNECTION WITH THE PERFORMANCE OF WORKS AND SERVICES BY THE SERVICE PROVIDER

(PROCESSOR)

DEFINITIONS

1. **Confidential Information** - means any information and data concerning the Website, customers, suppliers and related persons obtained in connection with the performance of the Agreement or the provision of the Services, and in particular any marketing, advertising, PR, commercial, financial, economic, legal, technical, technological, production, organizational or administrative information.
2. **Breach** - means a breach of security leading to accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to personal data transmitted, stored or otherwise processed.
3. **POPDP** - means the President of the Office for Personal Data Protection.
4. **Master Agreement** - means an agreement between the Controller and the Processor, the subject of which is IT support services.
5. **Service** - the provision of broadly defined IT support by the Service Provider to the Principal without first concluding an IT Services Agreement in writing.

SUBJECT MATTER OF THE TERMS OF SERVICES

1. In order to duly perform the subject matter of the Master Agreement or the Service, the Processor shall process the Controller's personal data and personal data whose processing has been entrusted to the Controller by third parties on the basis of separate personal data processing entrustment agreements concluded between the Controller and third parties.
2. Pursuant to Article 28 of EP and Council Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (GDPR), the Controller entrusts and the Processor accepts personal data for processing under the terms of the Terms of Services, GDPR and national data protection laws.
3. In addition, the Controller subcontracts to the Processor the processing of personal data of which it is not the controller, the processing of which has been entrusted to the Controller by third parties under separate personal data processing entrustment agreements. The Controller declares that it has informed these third parties of the planned subcontracting of personal data processing to the Processor, and these third parties have not objected to it.
4. The following provisions of the Terms of Services relating to the entrustment of personal data processing shall apply mutatis mutandis to the subcontracting of personal data processing.
5. The processing entrusted is automatic.
6. The Controller entrusts the processing of personal data of the following categories of personal data:
 - a) the Controller's company name, registered office address, REGON, NIP;
 - b) full name;
 - c) contact information (phone number, e-mail address);
 - d) position/job title of individuals;
 - e) IP address;
 - f) basic data related to the Agreement;

7. The Controller entrusts the processing of personal data to the following categories of persons:

- a) Employees;
- b) Collaborators;
- c) Principals;
- d) Counterparts
- e) Contact persons

OBLIGATIONS OF THE PROCESSOR

1. The Processor is obliged to process personal data upon the documented order of the the Controller, which is provided in the Terms of Services, and if such obligation arises from the provisions of Union or Member State law to which the Processor is subject.
2. The Processor shall be entitled to transfer personal data outside the European Economic Area without prior consent of the Controller if such obligation arises under the law of the European Union or the Member State to which the Processor is subject, of which the Processor shall inform the Controller prior to the processing, or if the referenced country provides an adequate level of protection in accordance with the relevant decision of the European Commission.
3. The Processor shall ensure that all persons with access to personal data have been duly authorized and have undertaken to maintain confidentiality in this regard during the duration of the legal relationship between such persons and the Processor, as well as after its termination.
4. The Processor has applied organizational and technical measures to ensure the integrity, confidentiality and availability of the entrusted personal data (in accordance with Article 32 of the GDPR).
5. The Processor, taking into account the nature of the processing, shall, as far as possible, assist the the Controller in fulfilling its obligation to respond to the data subject's requests for the exercise of his or her rights set forth in Chapter III of the GDPR.
6. The Processor shall maintain a register of categories of processing activities on behalf of the the Controller.
7. Taking into account the nature of the processing, the processor shall support the the Controller in complying with the obligations set forth in Articles 32-36 of the GDPR.

FURTHER ENTRUSTMENT

1. The Controller consents to further entrustment of the entrusted personal data by the Processor under an Agreement between the Processor and the further processor.
2. The Processor shall inform the Controller of its intention to further entrust the entrusted data to a further processor.
3. If the the Controller does not object within 5 Calendar Days in documentary form, the Agreement between the Processor and the further processor may be concluded.

INFRINGEMENTS

1. If an event occurs in the processing of personal data by the Processor that may constitute an infringement, the Processor shall notify the the Controller of such event within 36 hours from the date of discovery of the event that may result in an infringement.

INSPECTION

1. The Controller is entitled to inspect the processing of entrusted personal data by the Processor in person or through an auditor.
2. The Processor will be notified of the intention to inspect 14 (in words: fourteen) calendar days prior to the planned inspection.
3. The Processor is required to:
 - a) make available to the the Controller or auditor the area where the entrusted personal data are processed,
 - b) provide access to documentation on the processing of personal data,
 - c) provide information requested by the Controller or the auditor regarding the entrusted personal data
4. The Controller or auditor will prepare a report from the audit within 7 (in words: seven) calendar days from the date of completion of the audit. If the audit reveals irregularities, the the Controller or the auditor will specify them in the report, along with recommendations on methods to remove them.
5. The Processor shall comply with the recommendations of the the Controller or the auditor within the timeframe agreed between the Parties, taking into account the organizational and financial capabilities of the Processor.

CONFIDENTIALITY

1. The Parties agree not to share or transfer Confidential Information to third parties, unless the transfer or sharing of Confidential Information is done solely for the purpose of due performance of the Terms and Conditions.
2. The commitment referred to in paragraph 1 includes, in particular:
 - a) maintaining Confidential Information in secret;
 - b) to take measures - to the extent of due diligence - to safeguard the secrecy of Confidential Information, to prevent the release of Confidential Information to the public and to third parties;
 - c) restrict access to Confidential Information only to those of its agents and advisors to whom access to Confidential Information is necessary for the performance of the Agreement or the Service;
 - d) not saving data, information or documents containing the Party's Confidential Information on data storage media, unless it is necessary for the implementation of the Terms of Services and is done in a manner that duly protects the data from disclosure;
 - e) refrain from any form of use of Confidential Information in any way.
3. The Parties further agree that they will not use the Confidential Information for any purpose other than the implementation of the Terms of Services. The Parties agree to be liable for any breach of their obligations under this Paragraph by any of the persons indicated in sec. 2(c) of this Paragraph in the same manner as for their own breach of such obligations. The Parties agree to indemnify the other Party for any damages suffered by the other Party as a result of the Party's failure to exercise due diligence in the performance of the obligations referred to in this paragraph.
4. The obligation to keep Confidential Information confidential does not apply to information:
 - a) which were made public directly by the Party;
 - b) which are required to be made public by applicable law;
 - c) which must be transferred or disclosed by a decision of a competent state or local government authority;
 - d) disclosed by the Party in any way to third parties without any obligation of confidentiality;
 - e) the disclosure of which a Party has obtained the prior consent of the other Party; said consent must be in writing under pain of nullity.

DURATION.

1. The Terms and Conditions are valid for the duration of the Master Agreement or the performance of the Service.
2. The Controller shall be entitled to terminate the Master Agreement or discontinue the Service with immediate effect in case of violation of the Terms of Services, GDPR or national data protection laws.
3. Upon expiration or termination of the Master Agreement or upon performance of the Service, the Processor at the option of the the Controller:
 - a) return all personal data to the Controller that it has processed and that have been processed by further processors under the Agreement or the Service within 10 Calendar Days after the expiration or termination of the Agreement or the performance of the Service to the Controller's registered address
 - b) shall destroy the entrusted personal data within 10 Calendar Days from the date of expiration or termination of the Agreement or performance of the Service.
4. In the event that the Processor is required to destroy the entrusted personal data in accordance with the Controller's instructions, the Processor shall inform the Controller of the fulfillment of the obligation to destroy the personal data by itself and further processors.
5. The Processor shall not be entitled to store the entrusted personal data after the expiration or termination of the Agreement or after the performance of the Service, unless such obligation arises from the law of the Union or the law of the Member State to which the Processor is subject.

INFORMATION OBLIGATION FOR REPRESENTATIVES OF THE PRINCIPAL

1. The Controller (Principal) deciding on the purposes and manner of data processing is Zgodanet Sp. z o.o. with its registered office at 28 Efraima Schroegera St., 01-822 Warsaw, KRS: 0000536149, NIP: 5272726570, REGON: 360382008.
2. Regarding the protection of your personal data, you may contact the Controller's designated Data Protection Officer at the following email address: gdpr@zgodanet or in writing to the Controller's registered address.
3. Your data will be processed for the following purposes:
 - a) to verify the correctness of the authorization to act on behalf of the Service Provider, including verification of the above data in public records, to contact on matters relating to the execution of the Agreement and as legitimate interests pursued by the Controller (the basis of Article 6(1)(b) and (f) GDPR). The data will be processed until the execution of the Agreement, and in terms of their archiving until the statute of limitations for claims;
 - b) Fulfillment of any legal obligations incumbent on the Controller in connection with the cooperation undertaken (Article 6(1)(c) of the GDPR), this purpose is related to legal obligations to store certain documents for the time indicated by law;
 - c) possible establishment, investigation or defense against claims, which is a legitimate interest (the basis of Article 6(1)(f) GDPR). Data will be processed until the statute of limitations for claims.
4. Recipients of your data may be:
 - a) public authorities, to the extent that they do not receive data in the context of a specific proceeding under the law;
 - b) entities that process your personal data on behalf of the Controller on the basis of a contract concluded with the Controller for the entrustment of personal data processing (so-called processors) or authorized persons. These will include, but are not limited to: archiving companies, banking and payment service providers, hosting companies, the Controller's associates;
 - c) Third-party data controllers (the so-called Parallel Controller to whom the data is shared, such as legal advisors and attorneys, courier or postal operators.
- 5 Your data was collected directly in connection with concluding a contract (e.g., through email contact with the the Controller, whom you represent).
- 6 Your data shall be processed as follows: full name, e-mail address, position, as well as other potential personal data provided in the course of correspondence in the course of concluding or executing the Agreement.
- 7 In accordance with the provisions of the GDPR, you have the following rights with respect to your personal data that are processed:
 - a) The right of access to personal data;
 - b) The right to rectify personal data;
 - c) The right to delete personal data;
 - d) The right to restrict the processing of personal data;
 - e) The right to portability of personal data;
 - f) The right to object to the processing of personal data;
 - g) The right not to be subject to a decision based on automated processing;
 - h) if the processing of your personal data is based on your consent, you have the right to withdraw your consent at any time without affecting the legality of the processing carried out on the basis of your consent before its withdrawal;
 - i) in case of improper processing of personal data, you have the right to lodge a complaint with the state supervisory authority for data protection, namely the President of the Office for Personal Data Protection.
- (8) During the processing of personal data, there is no automated decision-making in individual cases, as well as no profiling

