THE TERMS AND CONDITIONS
OF USING THE LOBSTER SYSTEM,
PROVIDING SERVICES ELECTRONICALLY
AND PERSONAL DATA PROCESSING

FOR ENTREPRENEURS

BINDING SINCE 1ST JULY 2019

SPIS TREŚCI:

§ 1 INTRODUCTORY PROVISIONS AND DEFITIONS

1. The following Terms and Conditions specify the general conditions of providing services by Lobster Spółka z ograniczoną odpowiedzialnością (a limited liability company) with headquarters in Lublin, ul. Tomasza Zana 11A, 20-601, Poland, a company on the list of the Register of Entrepreneurs of the Polish National Register of Court led by the Regional Court Lublin-East in Lublin, 6TH Economic Division of the National Register Court, on the National Register Court number of 0000629212, share capital: 5.000 PLN, NIP (Tax Identification Number) 946-266-16-63, REGON (National Business Registry Number): 364-987-369, services described below, concerning:

    (a) The principles and ways of concluding, terminating and expiration of the Contracts (according to the definition provided below);

    (b) The principles and ways of providing services electronically;

    (c) The principles and ways of providing license for using the System, and the range of that license;

    (d) The principles and protection of personal data processing;

    (e) The duties and principles of responsibility of the parties.

2. The terms used in these Terms and Conditions:

    (a) **Data Administrator** – the subject deciding on the purposes and means of personal data processing;

    (b) **Price List** – the document being the element of the contract, describing the amounts and conditions of Payments, placed on the Website;

    (c) **Data** – information entered to the System by Recipient's Managing person, or by the User using the system tools and the files sent by the Recipient or the User to the System;

    (d) **Personal Data** – all the data regarding an identified or identifiable natural person;

    (e) **Licensee** – Recipient;

    (f) **Licensor** – Company;

    (g) **Licensee's Client** – a natural person, a legal person or an organizational unit without a legal form, authorized by the Recipient to use the Licensee to use the Licensee's Account in a particular way;

    (h) (tj. Dz. U. z 2018 r., poz. 2015 z późn. zm.);
    The Civil Codex – Law Bill of 23rd April 1964 The Civil Codex (that is, the Journal of Laws 2018, position 2015 as amended)

    (i) **Consumer** – consumer in the understanding of Article 22^1 of the Civil Codex;

    (j) **The Recipient's Account** – a separated part of the Service meant for the Recipient's use, to which only the Users and authorized Clients of the Recipients get access – within the authorization given;

    (k) **User's Manual** – the user's manual to the System available online;

    (l) **Payment** – the recuring payment, paid by the Recipient by way of concluding the Contract and its being in force, charged according to the price list;

    (m) **The Supreme Organ** – the President of the Personal Data Protection Office;

    (n) **The Recipient's managing person** – a natural person being the Recipient, Recipient's representative or a person authorised by the the Recipient to enter the contract on behalf of the Recipient, its change or termination, to enquire the Company in terms of contract realization, and also to grant authorization to Users and Recipient's Clients to use the system, including describing the range of permission. The Recpient's managing person is simultaneously the first User – the "super user";

    (o) **A Processing Subject** – a subject, to which the Data administrator has outsourced processing the Personal data;

    (p) **Copyright** – law bill of 4th February 1994 on the copyright and related laws (Journal of Laws Dz.U. 2018 item 1191 as amended);

    (q) **Data Processing** – any operations on the personal data, particulary collecting, storing and modification of the data;

    (r) **Entrepreneur** – as understood in the Article 43^1 of the Civil Codex;

    (s) **Terms and Conditions** – these terms and conditions of using the System;

    (t) **GDPR** – European Parliament's and EU Councils resolution 2016/679 (27th April 2016 r.) on the protection of natural persons with regards to processing the personal data and with regards to the free flow of such data and abolishment of the directive 95/46/WE (the general resolution on the data protection) (Official Journal of the European Union, L 119, 04.05.2016, p. 1);

    (u) **The Company** - Lobster Spółka z ograniczoną odpowiedzialnością (a limited liability company) with headquarters in Lublin, ul. Tomasza Zana 11A, 20-601,

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Poland, a company on the list of the Register of Entrepreneurs of the Polish National Register of Court led by the Regional Court Lublin-East in Lublin, 6TH Economic Division of the National Register Court, on the National Register Court number of 0000629212, share capital: 5.000 PLN, NIP (Tax Identification Number) 946-266-16-63, REGON (National Business Registry Number): 364-987-369;

(v)   **The Website** – System's website available at *www.lobster.pl*;

(w)   **Parties** – both the Company and the Recipient;

Party – the Company or the Recipient, separately;

(x)   **System** or **Lobster** – a computer program in the understanding of Copyright law operating under the name LOBSTER ("Legal Online Business Support Tool Empowering Relations");

(y)   **Contract** – a contract concluded by the Parties, to which the subject covers using the system, providing the License by the Company, providing services electronically by the Company and agreement on Personal data processing, the Contract consists of the following elements: (i) The Terms and Conditions. (ii) The price list and is concluded by filing a statement electronically;

(z)   **Recipient** – a natural person, a legal person or an organizational unit without a legal personality, being an Entrepreneur that has concluded a Contract with the Company or uses the trial version of the System;

(aa)   **The Database Protection Law Bill** – the law bill of 27 July 2001 on the database protection (that is, the Journal of Laws Dz. U. 2001, item 128 and 1402, as amended);

(bb)   **The Personal Data Protection Law Bill** – the law bill of 10 May 2018 on the personal data protection (that is, the Journal of Laws Dz. U. 2018, item 1000 as amended);

(cc)   **The Law Bill On Providing Services Electronically** – the law bill of 18 July 2002 on providing services electronically (that is, the Journal of Laws Dz. U. 2018, item 1219 as amended);

(dd)   **The User** – Recipient's managing person or a natural person pointed by the managing person's Recipient, authorized to use the System in a particular range.

§ 2 THE PRINCIPLES AND THE WAY OF CONCLUDING THE CONTRACT

1.   The contract can only be ented by an Entrepreneur. Conclusion of the Contract by Consumers is unacceptable. Providing false data by the Recipient being the Consumer and the Contract concluded by themselves has no impact on the Company's liability resulting from the binding laws on the Consumer protection.

2.   The System is meant predominantly for Law firms, Attorney-at-Law Offices, Notary Offices, Tax Advisors, Patent Attorneys and Offices of other legal professions, however the Contract can also be entered into by Entrepreneurs leading other kinds of business activity.

3.   The Contract can be concluded:

(a)   For an unlimited time, with a monthly billing period;

(b)   For an unlimited time, with a yearly billing period.

4.   In the contract with monthly billing period, the first billing period starts with the day of the Contract conclusion, and expires with the end of the calendar month, in which the Contract was concluded. Every next billing period corresponds to the calendar month and starts on the first day of each calendar month.

5.   In the contract with a yearly billing period, a first billing period starts with the day of the Contract conclusion. The first, and the next billing periods expire with the day that corresponds to the date of the day of Contract conclusion, and if there is no such day in a given month – it corresponds with the last day of that month.

6.   After the agreed billing period (monthly or yearly) the next billing period starts automatically (appropriately: monthly or yearly), unless the Recipient ceases the Contract keeping the termination notice periods specified in §13 section 2 of the Terms and Conditions before the billing period expires or changes it by selecting a different billing period.

7.   The Contract can be concluded by Parties online, by undertaking the following activities through the website:

(a)   choosing the appropriate version of the System and number of Users;

(b)   registration, during which it is necessary to provide: the first name, the surname of the Recipient's managing person and the email address, and also getting acquainted with the informational clause on the personal data protection and accepting the Terms and Conditions.

8.   The contract is concluded by the Parties with the moment of the registration. Once the Contract is concluded an activation link to the Recipient's Account will be sent to the provided email address, and the notification of the Payment due.

9.   Within 7 days from concluding the Contract, it is necessary to provide detailed information of the

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Recipient (full name, the headquarters address, the Tax Identification Number, the National Business Registry Number – if applies) which will be shown on the invoices for the services provided by the Company. For that purpose, it is necessary to log into the System, according to §3 of the Terms and Conditions and filling these data in the Card – Law firm profile in the Administrative Panel. Not filling in the data in the given timeframe might cause the consequences described in §9 item 13 of the Terms and Conditions.

10. The Company allows the conclusion of the Contract in a written form, in justified circumstances. Concluding the Contract in written form requires contacting the Company beforehand and Company's acceptation of such Contract conclusion form.

11. Principles of alteration and termination of the Contract are described in §12 and §13 of the Terms and Conditions.

§ 3 USING THE SYSTEM

1. After concluding the Contract, to use the System it is necessary to:

   (a) activate of the Recipient's Account via the activation link sent on the email address of the Recipient's managing person and set the login password;

   (b) log into the System using the email address and the password set.

2. In order to grant the purchased access to a greater number of Users, it is necessary:

   (a) to log into the system while being the Recipient's managing person;

   (b) to add a new employee in the Law firm employees Card of the Administrative Panel;

   (c) for the User to activate the access through the activation link sent to the User's email address and set up the login password;

   (d) for the User to log into the System by the User through the email address and the login password.

3. While the Contract is in force, it is possible to change the User's data, deactivate the User's account and grant access to a different User.

§ 4 USING THE TRIAL VERSION OF THE SYSTEM

1. Before entering the contract, it is possible to use the trial version of the System for 30 days with no charge. The trial version of the System is the access to the standard version of the System for the maximum of 10 employees.

2. Each Recipient is allowed to use the trial version only once.

3. In order to use the trial version of the System, it is necessary to undertake the following actions through the website:

   (a) selecting the trial version of the System;

   (b) registration, in which it is necessary to provide: the name and the surname of the Recipient's managing person and the email address, and also getting familiarized with the informational clause on the personal data protection and accepting the Terms and Conditions;

   (c) activation of the Recipient's Account and logging in to the System, according to §3.

4. In the case of concluding the Contract in 7 days after the expiration of the trial period, the Data entered into the system in the trial period will be available on the Recipient's Account after the Contract is concluded.

5. In the case of trial period expiration and lack of conclusion of the contract, as described in section 4, above, the Recipient's access to the System expires, and the Data on the Recipient's Account is deleted, as per §8, section 13, subsection c) of the Terms and Conditions.

6. Using the trial version does not oblige the Recipient to conclude the Contract.

§ 5 THE KINDS AND THE RANGE OF SERVICES PROVIDED ELECTRONICALLY, TECHNICAL REQUIREMENTS

1. The system is available in the following versions:

   (a) Lobster – standard version;

   (b) Lobster – extended version.

2. Lobster – standard version allows the following:

   (a) managing the cases led by the Recipient, managing the tasks and events;

   (b) storing Data – up to 50 GB total;

   (c) using the calendar, registering the time subject to invoicing;

   (d) managing the contacts and the correspondence;

   (e) invoicing the activities, creating selected reports on the Recipient's activity;

   (f) providing access to one or greater number of Users to the User's Account or other particular areas of the User's Account;

   (g) providing access to the particular Data to the Recipient's Clients;

   (h) sending automatic notifications to Users.

3. Lobster (extended version) includes the above functionalities of the standard version, plus:

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(a) storing data without the capacity limit described in the section 2 subsection (b) above;

(b) cooperating with other Recipients using the system, especially in the areas of:

    (i) leading the cases cooperatively, completing tasks and participating in events;

    (ii) billing;

    (iii) exchanging documents;

    (iv) granting access only to certain Data and only to particular Users of other Recipients.

4. Lobster (standard version) and Lobster (extended version) allows every User of the System to examine the list of all of the Recipients using the System, using the "Cooperation" panel, with a limitation – using the cooperation functionality described in §5 section 3 subsection (b) of the Terms and Conditions is possible only in the extended version.

5. To use the System, it is neccesary to:

(a) have Internet access;

(b) have an email account;

(c) have an updated web browser in a configuration enabling using Cookies, SSL and Javascript.

6. It is possible to use the System by using computers as the end devices (recommended minimum resolution: 1024x768) and the mobile devices – smartphones and tablets (recommended minimum resolution: 360x640).

7. To use the System it is necessary to provide the personal data of the Recipient's managing person, being the name, surname, and the email address while concluding the Contract. Then, within 7 days from concluding the Contract it is necessary to provide additional information required legally, particularly: the address of the company, the Tax Identification Number, according to §2 section 9 of the Terms and Conditions.

8. The System is available online, 24 hours a day, 7 days a week, 365 days a year, with a reservation of §5 sections 8 and 9 and §10 of the Terms and Conditions.

9. Due to technical and technological development, the System can be updated, modified and perfected, to which the technical requirements described in §5 section 4 might be subject to change. Updates and modifications will not cause losses in the functionalities of the System described in §5 section 2 and §5 section 3, unless it is necessary due to changes in regulations. Regardless of the above, the functionalities of the system described in §5 section 2 and 3, can be exchanged with other, equal functionalities.

10. The updates and perfection will be, if possible, introduced in a way not disturbing the System usage. Had these activities caused the necessity of logging into the system again, the Company will undertake actions to inform the Recipients by email or by showing appropriate notifications in the System beforehand. The sentence before concerns also the violations of the System caused by the abnormalities or *"bugs"* in the System. The Company is not obliged to inform the Recipient and the Users about the circumstances mentioned above.

11. The Data introduced into the System by the User is stored and encrypted on an external server. The Data transfer from the User's web browser to the server, and from the server to the User's web browser is realized through an encrypted channel of communication.

12. The system enables uploading and storing files with a maximum size of up to 50 mB.

13. The Recipient and other Users are absolutely prohibited from uploading contents of unlawful character.

14. The Users are obliged to use the system according to law, with the respect to personal rights of third parties, and also copyrights and other ownership rights of the third parties and the Company.

15. In order to properly secure the access to the system, the User's password should include a small letter, a capital letter, a digit and a special sign: !@#$%^&*()_+-=,.\/?. The password should contain at least 8 characters.

16. In fulfilling the obligation resulting from the article 6 section 1) Bill On Providing Services Electronically it must be underlined that using the System binds with the risk appropriate for the services provided electronically through a teleinformatic system, particularly:

(a) providing the passwords of the Users to unauthorized persons as a result of their neglects. These passwords should be secured by the Users from unauthorized access. In case of unauthorized access suspicion, it is necessary to change the password immediately. It is recommended to change the password in the case of every User change, and also periodically change all passwords to the system;

(b) infecting the teleinformatic devices and the program tools of the Users, in case of uploading or downloading infected Data from the System or the Recipient's Account by other Users. It is recommended for the Users to use the updated antivirus software, use a firewall and updated versions of the web browsers;

(c) force majeure, breakdown (especially being the fault of the Internet servies provider, or electricity provider), activities of third

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parties, of which the Company is not responsible, causing unavailability or incorrect availability of the System. The Recipient and other Users are obliged to create and secure copies of Data uploaded to the system on their own in case of unpredictable events causing incorrect availability of unavailability of the System.

17. While using the System the Users are obliged to obey the rules of the Contract, the User's Manual, the recommendations and notifications shown in the System.

18. The procedure of filing and considering complaints of the services provided electronically has been described in §11 of the Terms and Conditions.

§ 6 LICENSE

1. The Company states that it is permitted to provide the Recipient a license to use the system under the conditions described in the Terms and Conditions.

2. Based on the Contract, the Company being the Licensor gives the license to the Licensee (the Recipient) to use the system during the time of Contract being in force.

3. The Recipient using the system in the trial period is given a 30-day license by the Company, based on the terms of the Terms and Conditions, accepted by the Recipient.

4. The License covers using the System by the number of Users described while concluding the Contract. The License for the Recipient using the System in the trial period covers 10 Users using the System.

5. The License is provided without the right of exclusivity.

6. The License has no territorial limitations.

7. The License is inalienable, it is impossible to transfer it, or provide further licenses or sublicenses.

8. The License is provided to the Recipient provided that the Recipient accepts all the conditions of the Terms and Conditions or the Contract.

9. The name and the logo of the System are subject to legal protection.

10. The License enables using the system in a way complying with the Copyright law, the User's Manual and only in the range resulting from the Terms and Conditions or the Contract. In particular the License covers only using the System in the version chosen by the Recipient, by a number of Users described in the Terms and Conditions or the Contract. The versions of the System and its characteristics have been described in the § 4 and 5 of the Terms and Conditions.

11. The Recipient receives the right to use the System clearly pointed in the Terms and Conditions or in the Contract. In particular with a reservation to the

statements of article 73 sections 2 and 3 of the Copyright Law, the Recipient must not:

(a) avoid the limitations and the technical securities of the System;

(b) perform the decompilation or disassembling of the part, or the System as a whole, or perform any similar processes;

(c) modify the System or extract its parts in any purpose;

(d) share the System to the third parties in any form, rent, subrent, cede, license, sublicense, share to copy, with a reservation to which sharing the System to the third parties is not:

(i) granting the access to use the Systems by the Users in the range of the purchased accesses to the System;

(ii) granting the access to particular areas of the System to Recipient's Clients;

(iii) granting the access to particular areas of the System to other Users, in the range of the partnership or a consortium.

(e) share with third parties in any form, renting, subrenting, cedeing, licensing, sublicensing, sharing to copy the contents being the part of the System, concerning its structure, the methods of System's organization, the organizations of Databases included in the System, which are the subject of protection of the Copyright Law and the Industrial Property Law Act. This statement does not cover particular Data entered to the System by the Users.

(i) granting the access to use the Systems by the Users in the range of the purchased accesses to the System;

(ii) granting the access to particular areas of the System to Recipient's Clients;

(iii) granting the access to particular areas of the System to other Users, in the range of the partnership or a consortium.

12. The Company keeps the right to ownership of the System, the Copyrights and all other rights to the System.

13. The License covers also the future updates and modifications, unless the conditions of updates or the modificatins of the Systems will state otherwise.

14. The System, its new versions or updates of the Systems are shared to the Recipient as they are, to which the Recipient gives consent.

15. The Recipient is obliged to cooperate with the Company in order to keep the right functioning of the System and the due execution of the Contract.

§ 7 RECIPIENT'S PERSONAL DATA PROTECTION AND THE USER'S PERSONAL DATA PROTECTION SHARED IN CONJUCTION WITH THE CONCLUSION AND THE REALISATION OF THE CONTRACT

1. The Administrator of the Personal Data concerning the Recipient being a natural person, the Recipient's representatives with the Recipient being a legal person or an organizational unit without a legal personality, Recipient's Managing Person and other Users, shared in conjunction with conclusion and realization of the Contract or using the System (name, surname, company, Tax Identification Number, email address, phone number, residential address, office address, and also information covering the login times and using the System by the Users etc.) is the Company. Providing the Personal Data is voluntary, but necessary to realize the purposes, to which they are processed.

2. The basis to process the Personal Data described in the section above are:

   (a) Article 6 section 1 subsection b) GDPR in the range necessary to conclude and to realize the given Contract, particularly to provide the access to the System (in conjuction to the Recipient's data being a natural person);

   (b) Article 6 section 1 subsection c) GDPR in the range necessary to fulfill the legal duties of the Company, particularly in the form of creating and storing the accounting documentation, invoicing;

   (c) Article 6 section 1 subsection f) GDPR in the range of realization a legally justified interest of the Company, particulary to realize the Contract and realize the statements of the Terms and Conditions (in conjuction to the data of User's other than the Recipient) providing proper functioning of the System and to assess its functioning, improving the service standards, perceting the System, and also to investigate and defend from any possible claims;

   (d) (IV) Article 6 section 1 subsection a) GDPR based on the given consent to share and provide the informational/promotional materials on the services provided by the Company or the consent to become in touch with the contact form and to exchange mails electronically – in the case such a consent was given.

3. The company uses Personal Data described in section 1 to realize the purposes mentioned above during the necessary time to comply with them and for the time necessary, as per the legal rules, on which the Company realizes its legal duty, in the form of creating and storing the accounting documentation, invoicing or realization of the settlements. In order to provide the protection to the Company's legal interest, the Personal Data described in section 1 will be processed until the end of the 3 months period from the end of the expiration of any possible claims. The Personal Data will be processed on the basis of the given consent, they will be processed for the time of the justified interest or until the time an objection to the provided consent to process the Personal Data for the mentioned purposes is given. The Personal Data processed on the basis of a justified interest will be processed until the end of such interest expires or until objection (in situations, when the person, whose Data is processed is entitled to objection).

4. The processed Personal Data will not be subject sold and shared to outside parties, with the only exception being the parties legally justified to do so on the basis of legal rules, particularly the employees and cooperants of the Company justified to process the Personal Data on Administrator's request, including the cooperants, with which the Administrator concludes appropriate agreements, such as agreements on using outside services (accounting, hosting etc.) who process the data during the time necessary to realize the purpose of processing.

5. Based on the given Personal Data there will be no automated decisions made, and the Personal Data will not be subject to profiling. The Personal Data will not be exported to third states.

6. In conjunction with Personal Data processing by the Company, the Recipients and other Users are subject to the following rights: (a) the right to access to their own data, (b) the right to demand fixing their personal data, (c) the right to demand limitation of processing (d) the right to demand to remove the data (e) the right to transfer data, (f) the right to file an objection against processing the data in conjunction with an exceptional situation, (g) the right to revoke the consent given to process the personal data in any given moment without the influence on the legality of personal data processing before giving the consent (h) the right to file a complaint to the President of the Personal Data Protection Office.

7. The Personal Data will be processed in a method ensuring appropriate security, particularly defending it from unallowed or unlawful Personal Data processing or accidental loss or damage with using appropriate technical and organizational means.

§ 8 THE PERSONAL DATA PROTECTION AND OTHER DATA ENTERE TO THE SYSTEM

1. The range of the Data entered to the system by the Recipient or other Users might include the Personal Data of the Recipient, their representatives, employees, cooperants, and also other Users. The Clients of the Recipient and also concerning other people, to whose data processing the Recipient is authorized, especially: first names, surnames,

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contact data, address data, birthdates, PESEL numbers, NIP and REGON numbers, bank account numbers, the employment or business activity data.

2. Considering the kind of business activity led by the Recipients and their employment authorizations, the range of the Data entered to the System can include the sensitive Personal Data, particularly covering the ethnical background, religious or political beliefs, labor unions memberships, genetic and biometric data, health data, and also data covering court sentences (also criminal) and other settlements of the state organs.

3. The Recipient can be (in conjunction to the Personal Data entered to the System):

   (a) The Data Administrator and/or

   (b) The Processing Subject.

4. In conjunction with entering the Personal Data to the System, the Recipient entrusts the Personal Data to be processed by the Company, with the Company being the Processing Subject, or further Processing Subject.

5. The Recipient states that the Personal Data entered to the system were collected or will be collected accordingly to the binding legal rules. If the Recipient is in the role of the Processing Subject, they guarantee to the Company that they process the Personal Data according to the clear orders of the Data Administrator and that they have received permission of the Data Administrator to use the Company as a further Processing Subject.

6. The Company is obliged to process the entrusted Personal Data with accordance to the binding legal rules. The Company uses technical and organizational means ensuring an appropriate level of security of the Personal Data and also ensures that the persons authorized to Process the Personal Data will be liable to keep the confidentiality or to be subject to the legal duty of keeping the confidentiality.

7. Processing the entrusted Personal Data by the company will happen only in order to provide services described in the Terms and Conditions and to support the services technically. Processing the Personal Data will happen on the basis of documented orders of the Recipients and Users, to which access to the Recipient's Account was granted, including in the form of the activities done through the System.

8. Processing the entrusted Personal Data by the Company will happen only through storing the Data in a way described in the Terms and Conditions (including creating backups of that data) sharing the data to the authorized Users, or deleting the data once the Contract expires, unless the national law or European Union law gives additional duties on the Company in that matter.

9. The Company and other subjects, which assistance the Company uses to realize the Contract have no access to the Personal Data and to other Data entered by the Recipient or other Users to the System, with a reservation to the section 10 below.

10. The only Data entered to the System, to which the Company and other subjects, whose assistance the company uses to realize the Contract have access to, are:

    (a) the Recipient's data entered in the „Law Firm Profile" tab in the Administrative Panel, which are used to identify the Recipient and to file invoices for the Payments;

    (b) the Users' data, entered in the tab „Law Firm's Employees" and the „Employee Roles" used to grant them access to the System;

    (c) the data covering the log in Times and using the System by the Users.

    The Data described in the „Cooperation" tab described in the §5 section 4 of the Terms and Conditions is public and accessible to all System Users.

11. The Company by processing the Personal Data shares it further to outsource the processing to the subject sharing the server space used to service the System, using the technical and organizational means providing the appropriate level of safety of the Personal Data, that is Proacta Sp. z o.o. Sp. k. with headquarters in Warsaw (ul. Srebrna 16, 00-810 Warsaw, Poland, KRS: 0000674851, NIP: 5242628437, REGON: 131190178) to which the Recipient gives consent. Simultaneously the Recipient gives consent to further sharing the Personal Data to other subjects using the technical and organizational means described above. The aforementioned subjects will not have the right or possibility to acknowledge themselves with the entrusted Data entered to the system, with the exception of section 10 above, and processing the data by these subjects will cover only storing, creating backups and deleting the data.

12. The Company in the range of processing the entrusted Personal data might perform other operations than described above, if such a duty results from national law or European Union law. In such a situation the Company will notify the Recipient before processing the Personal Data, if that will be permitted by law. The Company will specifically notify the Recipient immediately (as long as it is permitted by law) on the duty of sharing the Data of the Public Authority by the Company, in order to enable the Recipient to undertake appropriate actions to keep the confidential data confidential.

13. The Company processes the entrusted data, in particular the Personal Data entered to the system only in the time period of:

    (a) binding the Contract and the period of 30 days. Past that time all the Personal Data

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and other Data entered to the System will be removed, and also all backups;

(b) until the particular Data is deleted from the System by the Recipient or User. The backups of the Data will be removed after 30 days from the moment of Data deletion by the recipient or User;

(c) regarding the Trial Version of the System: through the Trial period and through the period of 7 days following, in case of not concluding the Contract. Past that time all Personal Data and all other Data entered to the system, and all backups will be deleted.

14. If the Company receives any demands from persons, whose data (other than the data mentioned in the section 10 above) would have been processed by the Company, the Company will forward that demand immediately to the Recipient, if on the basis of the demand it will be possible to identify the Recipient entrusting the Data to process by the Company, and the Company will inform the person about forwarding the Data. In conjunction with the lack of the Company's access to the contents of the data processed in the System, the Recipient will be solely responsible of providing the answer to such demands.

15. If the legal rules concerning the personal data protection grant the Administator or the Processing Subject a given law to demand the information on Processing Subject's or further Processing Subject's duties described by these laws, the law to audit and inspect, the Company will provide the Recipient with such a possibility, and it will contribute to provide appropriate information and to auditing.

16. To achieve the information other than the information published in the Terms and Conditions or in order to audit mentioned in the section 15 above the Recipient should address the Company by mail or email with an appropriate file. Once such a file is received, the Company will send the Recipient an appropriate form to fill, covering the range of Recipient's demands.

17. Once a properly filled form is received (which is mentioned in the section 16 above) the Company will agree with the Recipient on the following: the appropriate date of the start, the time, the end date and the method of transferring the information or the conditions of auditing, particularly considering the Company's requirements in the range of company's confidentiality protection. Per sharing the information and auditing mentioned in the sections 15 and 16 the Company will account an appropriate Payment, including the administrative costs of the Company, the workload on these activities and the lost incomes. Before the information is shared and the audit is started the Company presents the plan and a timeframe of the activities to the Recipient, with the payment amount included.

18. The auditor or the subject, to which the information is to be shared cannot be a subject leading activity competitive to the Company, a dependent or related subject, and also their employee or cooperant, regardless of the legal form of the cooperation or employment.

19. Providing the information (or auditing) must not concern the information or documents of other Recipients and may only concern the sphere of Personal Data processing entered to the system, to particular Recipient's Account. The Company may depend auditing or providing information on concluding the confidentiality contact, including the duty to pay a contractual penalty to the Company, of appropriate amount considering the significance and the range of information shared in the audit.

20. The Recipient is only responsible for obeying solely the commonly binding rules on Personal Data processing and ensuring their safety, particularly to select appropriate technical and organizational means used to:

(a) assess the conditions described in the Terms and Conditions, the User's Manual, and to assess the System on the principles of its functioning and if the means of safety used by the Company and the Company's liabilities are enough to provide the Data security in conjunction with the legally binding legal rules, considering the kind of the entered Data and its range;

(b) rightful use of the System and the security means of the System in order to provide appropriate Data security (of the Data entered to the System);

(c) appropriate security of the logins and passwords and other information ensuring the access to the System;

(d) keeping and securing the backups of Data entered to the System on one's own, in case of an accident or conservational work on the System.

The reservation above has no influence on Company's responsibility resulting from the legal regulations in force and the Terms and Conditions, particularly §11.

21. In the case of breaching the principles of Personal Data processing by the Recipient and the duties resulting from the Contract or legal regulations, the Recipient will be obliged to remedy the damage of the Company, they will release the company from the obligations (including all of the claims from the third parties) and they will also return all of the Company's expenses on the particular defense of Company's rights. In case of a court case being held, the Recipient will take part in the court case on the Company's demand.

22. The Recipient is obliged to inform the Users of the System, to which the access is granted about the principles concerning the Personal Data processing described above in §7 and §8. Of its activities and

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its failures, the Recipient is fully responsible, as of their own activities and failures.

§ 9 PAYMENTS

1. The Recipient is obliged to timely pay the Payment resulting from the concluded Contract.

2. In case of the Contract with a monthly settlement period the Payment is paid on a monthly basis upfront:

   (a) For the first settlement period – within 10 days from the Contract being concluded. The Payment for the first settlement period will be accounted proportionally to the time of Contract binding in a given calendar month (in the amount corresponding to the relation between the number of days of Contract binding in the given calendar month to the number of days in the given calendar month).

   (b) For every next settlement period – within 10 days from the Contract period being concluded.

3. In case of the Contract with a yearly settlement period, the Payment is made for every settlement period upfront, within 10 days from the day of the settlement period start.

4. The change of the Agreement by expanding it:

   (a) purchasing accesses to a greater number of Users enabling using the system by a greater number of Users in the time of the change being made;

   (b) purchasing an extended version of the System, enabling using the extended version of the system in time of the change being made;

   will result in accounting a higher Payment ever since the change is made.

5. In case of the expansion, mentioned in the section 4 above:

   (a) to the Contract with a monthly settlement period, the higher Payment is accounted accordingly to the statements of the section 2 above;

   (b) to the Contract with a yearly settlement period, the higher Payment is accounted accordingly and proportionally to the day, in which the expansion was made.

6. The change of the Contract by reduction of the access numbers of the Users, limiting the number of accesses starting in the time of the change being made remains with no influence on the started settlement period.

7. All of the Pricelist and Payment amount changes made when the Contract is binding, apply automatically to the concluded Contracts from the next settlement period (yearly or monthly). The Recipient will be notified about the changes in the Pricelist (via the System or through the electronic correspondence on the email address provided by the User's Managing Person) with a 14-day notice period.

8. In case of the Contract change in the time of the Contract binding, the changes in the System version, or the changes in the number of accesses, the Payments will be accounted accordingly to the Pricelist binding when the Contract was changed.

9. The Payment covers the reward to the Company for using the chosen version of the System, in the range of purchased access to the chosen number of Users, providing license to use the System and other services provided, with a reservation of the services, to which the additional payments accounting was clearly mentioned.

10. The Recipient hereby authorizes the Company to file invoices without the Recipients signature and consents on delivering the invoices to them electronically. The invoices delivered will be to the mail address of the Recipient's Managing Person:

    (a) for the first settlement period (monthly or yearly) – within 7 days from the Contract being concluded;

    (b) For every other settlement period (monthly or yearly) – within 7 days of every next calendar month (with the monthly settlement period) or to the 7th day from the day of the next settlement period start (with the yearly settlement period).

11. The Payments must be made to the bank account pointed on the invoice each time. The time to make the Payment is understood as accepting the Company's bank account data.

12. Not using the System wholly, partly or in a particular time covered by the Agreement does not allow to refuse making the Payment, its reduction or return. It also concerns the situations, in which the Recipient or other users were not able to use the System because of the reasons not dependent on the Company.

13. In the case of:

    (a) delay in timely Payments, in the terms and in amounts described in the Contract;

    (b) not filling the information identifying the Recipient, on which it is mentioned in the §2 section 9 of the Terms and Conditions, making it impossible to file an Invoice.

    The Company is authorized to:

    (i) cease providing the services described in the Contract or

    (ii) cease the access to the System or

    (iii) terminating the Contract because of the reasons being the liability of the Recipient.

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after notifying the Recipient via the System or via an email message sent to the Recipient's Managing Person's address and setting an additional 7-day period to perform the actions mentioned in the letter (a) and/or (b) above.

14. As not making the Payment in the amount described above in the Agreement, which is mentioned in the section 13 subsection (a) above, authorizing the Company to start actions described in the section 13 subsection (i), (ii), (iii) above it is also considered when a Payment is made only in part (for instance, paying only for the access for 1 User among the number of purchased accesses to a number of users).

§ 10 THE RESPONSIBILITY

1. The Recipient hereby accepts, that the System is provided, *as it is.*

2. There is no warranty provided to the Recipient and any other Users provided to the Users, proper cooperation with a particular software or hardware, and also its usefulness to the purposes of the Recipient or the Users. There is also no warranty to the System operating, and there is no warranty to the System operating without errors or disruptions. All of the statements on the system are of solely informational character.

3. The responsibility under the warranty on the basis of the article 558 § 1 of the Civil Codex is excluded.

4. All of the risk and responsibility in conjunction with using the System is on the Recipient. The Company bears no responsibility on the material losses (including lost incomes) and non-material losses incurred by the Recipient, the Users or the third persons resulting from using, or not being able to use the System (with reservation of the statements of the section 6 below) and also of the Data lost by the Recipient or other Users.

5. The limitations in the responsibility pointed in the hereby Terms and Conditions find use in each time, in the broadest maximum legal understanding. They will concern all of the possible bases of responsibilities and losses, regardless of how they occurred.

6. The statements above do not exclude, limit or change the regulations that result from the legal power, and those that cannot be excluded, limited or modified due to the Parties' will (particularly article 473 § 2 of the Civil Codex). However, in case of not being able to exclude the responsibility according to the section 4 and 5 above, in all cases permitted by law, the Company's responsibility is only limited to: the actual loss, to the level equal of the Payment to one year of using the standard version of the system, by one user calculated on the basis of the Pricelist binding in the time when the Contract was concluded.

7. The exclusions and limitations of the responsibilities described in the hereby Terms and Conditions are also binding during the Contract binding, and after the Contract expires, regardless of how the Contract was denunciated, terminated or expired.

8. All of the responsibility exclusions covering the responsibilities of the Company in relation to the Recipient find its use to the Company's responsibility in the relation to other Users.

9. All of the statements covering the responsibility of the Recipient find the use in relation to the actions and failures of other Users. The Recipient bears full responsibility on the actions and failures of other Users in the way in which he bears the responsibility for one's own actions and failures.

§ 11 COMPLAINTS

1. All of the complaints concerning the given Contract, particularly the services provided electronically by the Company should be sent to the email address: admin@lobster.pl.

2. The Recipient and other Users are obliged to immediate reporting of any irregularities of the System with the description, including the following information particularly: the description of the character of the irregularity, the data of the Recipient and the user, which is concerned by the irregularities, the time of irregularity happening, the content of the notification on the irregularity shown in the System.

3. In the mode of analyzing the Complaint, the Company reserves the possibility to contact the Recipient or other Users via the email message or by phone, particularly in order to obtain further information necessary to analyze the Complaint.

§ 12 CONTRACT ALTERATION, T's&C's ALTERATION

1. The Contract can be changed by the Recipient using the System, in the Administrative Panel of the Recipient's Account.

2. The Recipient can make the following changes:

    (a) (increase or reduce) the number of Users with access to the system;

    (b) change the settlement period;

    (c) change the System – expand it from the standard to the extended version.

   Changing the System from the extended to the standard version is impossible.

3. The changes to the Contract have effect from the start of the next settlement period, with a reservation to:

    (a) in case of increasing the number of Users, the access to them will be granted in the moment of doing the change via the System. That change will cause the change in accounting the higher Payment since the moment of the Contract being changed, according to the §9 section 5 of the Terms and Conditions.

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(b) in case of reducing the number of Users, the access to the Users pointed by the Recipient will be shut off in the time of the Contract is changed via the system. The change has no effect on the amount of the Payment in the started settlement period and will cause its reduction in the next settlement period, according to the §9 section 6 of the Terms and Conditions.

(c) In case of changing the system from its standard version to the extended version, the access to the extended version will be granted in the time when the change in the Contract is made via the System. That change will cause accounting a higher Payment since the change is made, as per the §9 section 5 of the Terms and Conditions.

4. In case of changing the identification data of the Recipient (particularly the name, address data, NIP, REGON, KRS numbers) the Recipient is obliged to update that data immediately in the Administrative Panel of the System. Those changes will have an effect immediately when they are introduced to the System.

5. The changes to the Agreement can also be made by the Company also by:

(a) change of the Terms and Conditions;

(b) change of the Pricelist.

6. About the change in the Terms and Conditions and in the Pricelist the Recipient will be informed (via the System or the electronic email correspondence directed to the address provided by the Recipient's Managing Person) with a 14-day notice period with the date of changes being made provided. The up-to-date version of the Terms and Conditions and the Pricelist will also be published on the Website.

7. The changes in the Terms and Conditions and the Pricelist have an effect on the day stated by the Company and contain the use to the concluded Contracts in the moment of the next settlement period starting (in reservation to the statements of sections 8 and 9 below) unless the Recipient denunciates the Contract prior to that.

8. The changes of the identification data on the Company, and also the changes not causing the responsibilities of the Recipient or not causing the reduction or liabilities of the Company to the Recipient can have the effect in the time stated by the company, also in the time of the current given settlement period.

9. In case of the necessity to immediate introducing the changes other than the ones described in the section 8, particularly, if that is necessary because of the changes in generally binding legal rules or if that is substantiated by the technical reasons in conjunction with providing the proper and safe functioning of the System, these changes can have effect in the moment described by the Company, also in the current given settlement period. In such

a situation the Recipient is authorized to breach the Contract with an immediate effect, with reserving the law to the return of the part of the Payment for the period past the Contract breach.

§ 13 TERMINATING THE CONTRACT

1. The Termination of the Contact by the Recipient (its denunciation or withdrawal from it) can happen only in cases described in the Terms and Conditions.

2. The Recipient may terminate the Contract via the System:

(a) in the case of monthly Contract, providing one month notice period, taking effect by the end of monthly billing period;

(b) in the case of yearly Contract, taking effect by the end of annual billing period.

3. The Company has the right to terminate the Contract with the 3-month notice period, with the reservation of the right to return the part of the Payment for the period past the Contract denunciation, especially in the following cases:

(a) stopping providing any services by the Company by any reason;

(b) the necessity to alter or terminate the Contract with the Subject processing by any reason;

(c) the legal changes having influence on providing the service by the Company or the processing Subject;

(d) the sale of the part of the whole of the Company's enterprise.

4. The Company has the right to terminate the contract with an immediate effect in cases described in other sections of the Terms and Conditions and in the situation, when:

(a) the Recipient or other Users blatantly violate the terms of the Contract

(b) the Recipient or other Users use the System in a way that's inconsistent with the Terms and Conditions, the Contract, the User's Manual or other recommendations or notifications of the Company;

(c) the Recipient or other Users undertake actions in other to destabilize the working of the System, its confidentiality or integrality;

(d) the Recipient or other Users violate the principles of the Personal Data Protection, in particular their actions violate the Recipient's statements included in the §8 of the Terms and Conditions;

(e) The Recipient or other Users violate the conditions of the License described in the §6 of the Terms and Conditions, or in other way they will violate the Copyright to the System, in particular when the Recipient provides the License, sublicense to the

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System or shares the System to persons unauthorized to use it.

Without the obligation to prior notify to stop or delete the violations above.

5. The company has the right to breach the Contract with the 30-day notice period in case, when the Company informs the Recipient on the inclination to change the subject, to which the Personal Data is forwarded to process or to incline outsourcing the Personal Data processing to other subjects, according to §8 section 11 of the Terms and Conditions, and the Recipient objects against such changes.

6. The Company is authorized to breach the Contract in other cases described in the Terms and Conditions, particularly in case of the late Payments from the Recipient, according to the procedure in the §9 section 13 of the Terms and Conditions.

7. The terms of this §, and in particular the terms on stopping providing the services electronically by the Company (with an immediate effect) is used appropriately to using the System in the trial period.

§ 14 FINAL PROVISIONS

1. The Contract, which includes the above Terms and Conditions is simultaneously the Contract of entrusting the personal data processing, which is described in the article 28 GDPR.

2. The statements in the Terms and Conditions described are directed by the Company to the Recipient, the Recipient's Managing Person or the other Users in the electronic form is considered made:

   (a) in case of the email message: in the moment of entering them into the electronic communication system;

   (b) in case of the messages shown in the system: in the moment of entering them into the System.

3. the statements in the Terms and Conditions directed by the Company can also be directed by mail.

4. The Company, in conjunction with realizing the Contract, may contact the Recipient, the Recipient's Managing Person, or other Users also by the provided phone numbers or by mail.

5. The lack of notice to the Company on the change in the contact data causes that the statements of will directed to use the priorly shared data is meant as successfully placed.

6. The Recipient has the duty to immediately inform the Company in case the Recipient's status of entrepreneur is lost.

7. The Company is entitled to outsource the realization of the Contract or its parts to external parties, with the reservation of the statements §8 section 11.

8. The Recipient is not obliged to move the rights or the duties resulting from the Contract to the third party without the prior agreement of the Company expressed in the written form on the rigor of nullity.

9. The Contract and all of the Terms and Conditions statements, and also all of the Parties relations in conjunction with the Contract are subject to the Polish Law.

10. Any disputes in conjunction with realizing the Contracts will be solved by the court appropriate to the location of the Company's headquarters.

11. The Terms and Conditions have an effect with the day of 1st July 2019.