

Make sure you read these Terms of Service (“Terms of Service”) carefully before you start using the Services we offer. Using the Services offered by RespoTeam.com is tantamount to accepting these Terms of Service in whole.

1. Basic information. Who, what and how:

- a. We operate under the business name Symetria UX Sp. z o.o. with its registered office in Poznań (60-749), ul. Wyspiańskiego 10/3, entered into the register of entrepreneurs of the National Court Register (KRS), entry number: 0000521812, taxpayer identification number (NIP): 779-242-40-20, business statistical number (REGON): 302809682. We are the owner and operator of the RespoTeam Platform and the www.RespoTeam.com domain. In the remainder of these Terms of Service, we will also be referred to as “RespoTeam”.
- b. RespoTeam activity consists in the provision of internet survey services (hereinafter referred to as “Services”) by making available on-line software (on an Internet platform via a web browser or an application) whereby:
 - i. organisations using RespoTeam can ask questions (create discussions),
 - ii. RespoTeam users registered as respondents can answer these questions.
- c. These Terms of Service specify the rules according to which RespoTeam provides services for Respondents (as defined in Section 2 below). By using the RespoTeam platform and/or mobile application, Respondents accept the terms and conditions set forth below, also referred to as the “Terms of Service”, the Privacy Policy and the Statement of Confidentiality. It is necessary to accept these Terms of Service and the Privacy Policy and the Statement of Confidentiality to create an Account on the Platform (Registration).

2. Definitions

Capitalised terms used in these Terms and Conditions have specific meanings. Some of them were explained above, definitions of the remaining terms are as follows:

- a. **ORDERING ENTITY** is an organisation (company) which entered into an agreement regulating mutual relationship between RespoTeam and the Ordering Entity and uses the RespoTeam tool to invite Respondents and conduct surveys by asking them questions. The number of invited Respondents is subject to limits.
- b. **RESPONDENT** – a natural person who is invited to the Platform by the Ordering Entity and who has a registered Account on the Platform and who uses this Account as a particular Ordering Entity's respondent.
- c. **ACCOUNT** – Respondent's account on the Platform which enables logging in to the Platform and using available functions. Each Account has its unique name (login).
- d. **PLATFORM** – Internet service operated by RespoTeam at www.RespoTeam.com, where Services can be used.
- e. **PRIVACY POLICY** – a document which specifies the type of users' personal data that are collected and processed to guarantee convenient service, applicable rules and specific purposes for which such data are processed and used. Moreover, the

document sets forth the rules concerning the collection and processing of the so-called cookies.

- f. **STATEMENT OF CONFIDENTIALITY** is a document whereby the Respondent makes a statement and undertakes not to disclose Confidential Information to any third parties or use it for their own purposes;
- g. **REGISTRATION** is the procedure of creating an Account on the Platform.
- h. **CONFIDENTIAL INFORMATION** – any and all technical, technological, economic, financial, commercial, legal, organisational and other information obtained on the Platform from RespoTeam or Ordering Entities, irrespective of their shape or form, in relation to a survey conducted; using such information is regulated in these Terms of Service and the Statement of Confidentiality.

3. Operation of the Platform

- a. Any individual over the age of 18 and an individual aged between 13 and 18, provided that they receive permission from an adult entitled to exercise custody, is eligible to become Respondents.
- b. The following are necessary to access the Platform: connection to the Internet (using the Services requires constant access to the Internet), an e-mail account and a web browser which enables viewing websites.
- c. A Facebook account is also necessary to access the Platform. To use the Platform, it may be necessary to accept and comply with terms of service of other service providers that cooperate with the Platform and whose services the Respondent wants to use.
- d. To access the Platform, the Respondent must accept confidentiality terms specified by the Ordering Entity and presented to the Respondent in the registration process, in particular by accepting the Statement of Confidentiality.
- e. To use the full scope of the Services, it is necessary to create and maintain the Respondent's Account.

4. Creating an Account on the Platform

- a. An Account on the Platform is created through Registration. Registration of the Respondent takes place after an invitation is sent by the Ordering Entity. The Respondent's Account is permanently linked to the account of the Ordering Entity that sent the invitation. Respondent Registration is possible provided that the number of Respondents assigned to the Ordering Entity's account does not exceed a specified limit.
- b. The Account is created via a Facebook account by clicking the log in button on the invitation page and agreeing to link their Facebook account with the Account. When logging in to the Facebook account later on, the Respondent will have the possibility to connect with the Account automatically.
- c. The Respondent gains access to the Account after logging in on the Platform, i.e. after authorisation with the use of their Facebook account.

- d. When logging in to the Platform for the first time, the Respondent should provide their personal data (age, gender, country of residence, etc.) which are necessary for the purpose of correct provision of Services. We undertake to protect such data with utmost care, moreover, the Respondent may at any time block RespoTeam's access to such data by removing their Account. Please be advised that failure to provide the required information may make it impossible for RespoTeam to provide specific Services.
- e. Using other Respondents' Accounts is forbidden.
- f. We reserve the right to block an Account or access to selected Services provided on the Platform if we conclude that the security of such Account is compromised or if provisions of these Terms of Service, Privacy Policy or Statement of Confidentiality or generally applicable provisions of law were infringed or we are requested to do so by competent authorities. In some cases we may require the Respondent to change their password to the Account and we have the right to block such Account otherwise. If this is the case, the Respondent will regain access to their Account immediately after the password is changed.
- g. The Respondent may at any time remove their Account on the Platform by using a dedicated option in Platform settings or by contacting customer service at support@respoteam.com.

5. Services

- a. Using the Platform and the Services is free of charge.
- b. The Respondent gains access to the Account and RespoTeam starts providing Services immediately after the Respondent connects to the Platform via a web browser, Application or otherwise, without a period of notice for terminating the agreement. In view of the foregoing, according to Article 38(1) and 38(13) of the Act of 30 May 2014 on Consumer Rights, the Respondent shall not have the right to withdraw from the agreement on the provision of Services.
- c. In the course of providing Services, RespoTeam offers the Respondent with the possibility to participate in surveys created and organised on the Platform by the Ordering Entity. Participation in such surveys is voluntary. By agreeing to create the Account, the Respondent also agrees to receive invitations to participate in surveys. Moreover, the Ordering Entity may – in the course of a survey – provide Respondents with the possibility to communicate with other Respondents and/or the Ordering Entity.
- d. The Respondent may stop using the Services at any time without incurring any costs by removing their Account or stopping using the Platform.

6. Privacy

- a. Using the Platform, the Respondent acknowledges that their personal data will be processed according to the Personal Data Protection Act of 29 August 1997 and that selected Ordering Entities will be entrusted with processing such data.

- b. Symetria UX Sp. z o.o. with its registered office in Poznań (60-749), ul. Wyspiańskiego 10/3, entered into the register of entrepreneurs of the National Court Register (KRS), entry number: 0000521812, taxpayer identification number (NIP): 779-242-40-20, business statistical number (REGON): 302809682 is the administrator of personal data.
- c. Specific rules concerning the protection of Respondents' personal data are included in the Privacy Policy. The Privacy Policy constitutes an integral part of these Terms of Service.
- d. Each Respondent has the right to view their personal data at any time and correct and modify them via their Account and to demand that these data no longer be processed. The Respondent shall also have the right to receive comprehensive information on the extent and purpose for which their data are processed, their source, duration of processing and recipients and categories of recipients to which such data were made available.
- e. Personal data are processed solely for purposes directly related to the provision of the Services described in these Terms of Service.
- f. Respondents' personal data are processed using highest standards and in a way compliant with generally applicable provisions of law, in particular the Act of 29 August 1997 on Personal Data Protection (consolidated text: Journal of Laws of 2016, Section 922, as amended) and relevant implementing regulations. However, RespoTeam shall not be held liable for the method of processing Respondents' data by third parties to whom such data are made available upon a particular Respondent's consent.
- g. The Respondent acknowledges that RespoTeam makes the Respondent's personal data available to third parties provided that their identity, purpose and scope are preserved.
- h. Without prejudice to any and all rights concerning Respondents' Privacy and subject to adequate safeguarding of their data, RespoTeam reserves the right to access each Respondent's Account in order to exercise its powers under 10(b), (c) and (d) and to run Account functionality tests and repair technical errors on the Platform.

7. Confidential Information

- a. In the course of using Services by the Respondent, they may access Confidential Information. Confidential Information is and will remain the exclusive property of its owner, i.e. an entity which it concerns or an entity which made such Information available on the Platform. In no event shall the Respondent receive any right, title or interest in Confidential Information.
- b. The Respondent acknowledges the protection of Confidential Information and undertakes not to modify, copy, reproduce, re-publish, display, transmit, distribute, use reverse-engineering, make derivative works, decompile or otherwise use, change or transfer Confidential Information without prior written consent of the owner of such Confidential Information.

- c. The Respondent acknowledges that Confidential Information may be subject to intellectual property rights and/or industrial property rights and may be subject to protection under other generally applicable provisions of law, in particular the Act of 16 April 1993 on combating unfair competition (consolidated text: Journal of Laws of 2003 No. 153, Item 1503 as amended). The Respondent also acknowledges that if they infringe any restrictions and prohibitions included herein, their right to use the Services may be taken away or limited and it may entail other consequences stipulated in generally applicable provisions of law.

8. Rewards Scheme

- a. The Respondent can collect points which may be exchanged for rewards for using Services. Terms and conditions concerning the rewards are included in these Terms of Service and in the Respondent's Account.
- b. The Respondent may exchange the points they collected for rewards provided that a certain number of points which corresponds to a particular reward has been collected. The Respondent's Account is not a bank accounts or a cash account and does not bear any interest.
- c. Points collected for using the Services provided on the Platform do not constitute the Respondent's property and may not be transferred to third parties during the Respondent's life or after their death; the points have no monetary value until the moment they are exchanged by the Respondent for an reward according to these Terms of Service and terms and conditions relating to particular rewards on the Platform.
- d. If an incorrect number of points is credited to the Respondent's Account, such points may be subtracted from their Account.
- e. Once the Respondent exercises their right to receive an reward, the corresponding number of points is subtracted from their Account.
- f. Each decision made by the Respondent on using their points is binding and it is not possible to return rewards in exchange for points, unless provisions of these Terms of Service stipulate otherwise or separate arrangements were made with an authorised representative of RespoTeam in writing under the pain of nullity.
- g. It is impossible to combine one Respondent's points with other Respondent's points.
- h. To receive an reward, the Respondent selects a delivery option in their Account, as a result of which a message confirming the selection and granting of the reward is sent to the e-mail address linked to the Respondent's Account. In order to receive the reward, it is necessary to provide the following data: name and surname, e-mail address and address of residence. The reward can be collected within 60 days as of being granted the right to receive it (i.e. collecting the required number of points). RespoTeam shall not be held liable if there is no possibility to collect or use the reward if the Respondent's Account features incorrect data. If an reward which – due to its nature – can be sent electronically, an e-mail is sent to the address linked to the Respondent's Account. If an reward which – due to its nature – must be sent

physically, it is sent to the Respondent's residence address provided in the Respondent's Account.

- i. RespoTeam does not make any representations or warranties either express or implied, including warranties of merchantability or fitness for a particular purpose in respect of the products or services which Users receive as rewards. RespoTeam shall not be held liable for any effects or lack of effects produced by any product or any service given to Respondents as a reward. Subject to generally applicable provisions of law, RespoTeam shall not be held liable for any damage or injury caused by the rewards given to Respondents, unless such damage or injury was due to reasons attributable to RespoTeam. RespoTeam shall not replace products given to Respondents as rewards if these are lost, damaged or faulty.
- j. Please be advised that by receiving a reward, the Respondent may be subject to tax liability under generally applicable provisions of law. RespoTeam may provide the Respondent and/or a competent governmental institution or tax authority with information concerning any rewards granted to the Respondent in relation to the use of the RespoTeam Service. The Respondent agrees to provide RespoTeam with all information which is necessary for RespoTeam to meet their tax reporting obligations. RespoTeam may deduct the amount of tax from any reward or bonus if it is required by applicable provisions of law; in the case of non-cash rewards, the Respondent will receive an additional amount allowing them to pay tax on this reward or bonus in cases where this is required according to applicable provisions of law.
- k. RespoTeam takes reasonable effort to make sure that points are added and subtracted in a correct way, but Respondents should check their Accounts in terms of the correct number of points and rewards and completeness of the list of transactions made in relation to the rewards scheme. If the Respondent thinks that the points they are entitled to were not credited to their Account correctly or were subtracted for no reason, they should send an e-mail to support@respoteam.com. In each e-mail the Respondent has to provide their name and surname, e-mail address and exact information concerning the case in question. RespoTeam takes measures to investigate such case and provide the Respondent with an answer without delay, i.e. within 14 days. Decisions made by RespoTeam are final.
- l. Providers of products and services offered as rewards and/or owners or administrators of the websites where transactions related to the use of rewards are made may have their own rules, terms and conditions which the Respondent should be familiar with and for which RespoTeam shall not be held liable and makes no representations or warranties with respect thereto.
- m. In relation to the RespoTeam rewards scheme and/or a request to use a reward, it may be necessary to collect, process and/or disclose personal data to third parties. By accepting these Terms of Service, the Respondent agrees that their personal data will be collected, processed and/or disclosed to third parties for such purposes; processing of the collected personal data shall always be subject to rules specified in RespoTeam Privacy Policy.

- n. The number of points rewarded for the performance of specific activities by the Respondent on the Platform and the “cost” of particular rewards made available in a given period expressed in points are from time to time presented on the Platform in a transparent way for each activity or reward. The number of points and rewards on the Respondent's Account depends on the value – expressed in points – established for particular activities or rewards on the day of performing a particular activity or selecting a particular reward. RespoTeam reserves the right to change the number of points assigned to particular activities and rewards at any time and without giving Respondents any prior notice.

9. Complaints

- a. RespoTeam, as the operator of the Platform, deals with complaints concerning improper operation of the Platform as well as non-performance or improper performance of the Services. Complaints should be sent electronically to support@respoteam.com or in writing to RespoTeam's address within 14 days. A complaint should contain at least the following elements: name, surname and correspondence address, e-mail address and circumstances justifying the complaint.
- b. If information provided in the complaint is incomplete, we will request the Respondent to provide the missing information.
- c. Correct complaints are processed within 14 days as of the date of receipt.
- d. A response to a complaint will be sent to the e-mail address linked to a particular Respondent's Account or to the address of residence provided in the complaint sent in writing.

10. Respondent's Content

- a. The Respondent shall bear exclusive liability for any and all content, materials and information they use and send, post or provide in relation to the Services (“Respondent's Content”). The Respondent shall bear exclusive liability for obtaining permits, concessions and/or authorisations which are necessary to use the Respondent's Content or parts thereof. By accepting these Terms of Service, the Respondent acknowledges that the Respondent's Content may be made available to third parties, including the Ordering Entity, other RespoTeam Respondents and external service providers. The Respondent's Content may include only audio and video materials, images and other similar materials which belong to the Respondent and may not contain any copyright protected or materials which bear a trademark or which in any way infringe third party rights. The Respondent's Content should not include audio and video materials, images and other similar materials which belong to persons other than the Respondent. The Respondent's Content may not contain any materials which infringe any generally applicable provisions of law or any provisions of these Terms of Service. The Respondent shall receive no remuneration for making the Respondent's Content available.

- b. RespoTeam represents that any and all content posted on the Platform by the Respondent (Respondent's Content) is posted after each and every Respondent granted RespoTeam exclusive, irrevocable, unlimited, transferable and free licenses with the right to grant sub-licenses which are valid around the world and entitle their holders to edit, copy, transfer, publish, display, create derivative works, reproduce, modify and distribute such Content, including to make it publicly available in a way which allows everyone, at a time and in a place of their choice, to access it, or to use, modify or distribute the Respondent's Content in any other way without remuneration or the need to obtain additional permission.
- c. The Respondent shall bear exclusive liability for the Respondent's Content. RespoTeam may not and does not check the Respondent's Content and therefore shall not be held liable for it. RespoTeam reserves the right to remove, move or modify the Respondent's Content if it is found that it: (i) infringes these Terms of Service or generally applicable provisions of law, (ii) infringes copyrights, trademark protection rights or any other third party rights or (iii) it is offensive, defamatory, inappropriate or otherwise unacceptable.
- d. RespoTeam reserves the right to remove the Respondent's Content if there is a change in the rules of cooperation between RespoTeam and a particular Ordering Entity that asked a question to which such Content constituted a response, provided that such change will constitute a modification of their scope of authorisation in terms of asking questions on the Platform.

11. Changes in the Terms of Service

- a. RespoTeam reserves the right to change these Terms of Service. Each change becomes effective within 14 days as of the date the changed Terms of Service are published on the Platform. Information concerning any changes of these Terms of Service will from time to time be posted on the homepage of the Platform and the Respondent's Account panel.
- b. A Respondent who has their Account on the Platform will be asked to accept changed Terms of Service in a message sent via e-mail to the address linked to their Account and when logging in to their Account. RespoTeam hereby informs that a failure to accept changes in the Terms of Service may result in blocking some functionalities of the Respondent's Account until the Respondent accepts the changes.

12. Liability and Dispute Resolution

- a. RespoTeam shall not be held liable for disturbances and interruptions in the operation of the Platform and loss of the Respondent's data due to reasons not attributable to RespoTeam, in particular due to:
 - i. force majeure,
 - ii. interference in the technical structure of the Platform by Respondents and third parties,

- iii. technical problems arising from reasons not attributable to RespoTeam,
 - iv. deliberate action taken by RespoTeam in order to repair, extend or renovate the Platform.
- b. RespoTeam shall not be held liable for the quality and continuity of Internet access and any potential damage arising from mistakes, failures and interruptions in access to the Internet.
 - c. Any and all disputes concerning or arising from the use of the Platform by Respondents shall be settled by a court of competent jurisdiction pursuant to provisions of the Polish Code of Administrative Procedure of 17 November 1964 (consolidated text: Journal of Laws of 2014, Item 101).
 - d. There is a possibility to settle such disputes via an on-line dispute resolution system <http://ec.europa.eu/consumers/odr/>; authorities settling disputes may not be available in some countries or jurisdictions.

13. Final provisions

- a. RespoTeam informs that any and all texts and graphic elements posted on the Platform are subject to copyrights or licenses granted to RespoTeam.
- b. These Terms of Service are subject to the Polish law.
- c. These Terms of Service come into force as of 1.10.2016.
- d. RespoTeam reserves the right to transfer rights and obligations arising from the legal relationship established as a result of registering an Account by the Respondent to third parties and the Respondent hereby agrees thereto.
- e. The Privacy Policy and Statement of Confidentiality constitute appendices to these Terms of Service.