

These Terms of Service specify rules concerning the provision of services by 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, hereinafter referred to as “**RespoTeam**”, to Ordering Entities (as defined in Section 1.1 below). By using services provided by RespoTeam, the Ordering Entity accepts the terms set forth below, hereinafter also referred to as the “**Terms of Service**”, and the Privacy Policy.

## 1. **Definitions**

Whenever the following terms are capitalised in these Terms of Service, irrespective of whether they are used in the singular or plural, they will have the following meanings, unless for the purposes of a particular provision or document, they will be expressly otherwise defined. Unless stated otherwise, if a particular term is defined in any provision in these Terms of Service, such definition shall also apply in the remainder of this document.

- 1.1 ORDERING ENTITY** – an entity, irrespective of its legal form, that entered into an agreement regulating mutual relationship between RespoTeam and the Ordering Entity and uses the RespoTeam tool to invite Respondents and conduct research by providing them with specific materials, asking questions and collecting their answers. Limits in the number of Respondents are specified in the Price List.
- 1.2 RESPONDENT** – a natural person with full capacity to perform acts in law 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.
- 1.3 ACCOUNT** – Ordering Entity's account on the Platform which enables logging in to the Platform and asking Respondents questions. The functionalities of Accounts may vary and depend on the type of Account. The functionalities and tools available for each type of Account are specified in the Price List.
- 1.4 PLATFORM** – internet service operated by RespoTeam at [www.RespoTeam.com](http://www.RespoTeam.com), where Services are provided.
- 1.5 PRIVACY POLICY** – a document stipulating the type of Respondents' personal data that are collected and processed for the purpose of providing Services, applicable rules and specific purposes. Moreover, the document sets forth the rules concerning the collection and processing of the so-called cookies.
- 1.6 REGISTRATION** – the procedure of creating an Account on the Platform After filling in and confirming the correctness of data in the registration form, an e-mail which specifies how to confirm Registration and includes other legally required information will be sent to the provided address. The agreement referred to in Section 1.1 above between the Ordering Entity and RespoTeam is concluded upon confirming Registration. The agreement may be amended through changing the type of Account with the use of tools available on the Platform.

- 1.7 PRICE LIST** – document which specifies subscription fee rates in Polish zlotys (PLN) paid by the Ordering Entity for using the Platform via a particular type of Account and describes the functionality of particular types of Account.
- 1.8 SERVICES** – activities performed on the Platform by RespoTeam for Ordering Entities which consist in creating the possibility to invite Respondents, create closed discussions and questions to the Respondents and post and manage the Ordering Entity's Content and Respondents' Content.

## **2 Creating and modifying an Account on the Platform**

- 2.1 An Account is registered on the Platform after the following information is entered to the system:
  - 2.1.1 Ordering Entity's name or business name, which also serves as the login to the Account;
  - 2.1.2 password selected by the Ordering Entity;
  - 2.1.3 e-mail address of the person registering the Account; such person must be entitled to represent the Ordering Entity or authorised to represent them in contacts with RespoTeam.
- 2.2 The Ordering Entity may enter information necessary to issue a VAT invoice. The Ordering Entity may personalise their Account by adding their logotype and specifying individuals that will ask Respondents questions by providing their e-mail addresses. Please be advised that failure to provide specific information will prevent the provision of certain services by RespoTeam, which will not constitute a basis for claiming reimbursement of any service fees. Data provided under Section 2.2 herein may be altered or removed by the Ordering Entity at any time via the Account.
- 2.3 RespoTeam reserves the right to block an Account or access to particular Services provided on the Platform if it is found that there has been a violation of the provisions of these Terms of Service, Privacy Policy or generally applicable provisions of law or if requested by competent public authorities. If requested by the Ordering Entity, RespoTeam may block an Account if it is found that its security is compromised, in particular if third parties gained access to the Account without the Ordering Entity's consent.
- 2.4 The Ordering Entity may at any terminate the agreement referred to in Section 1.1 of the Terms of Service – notice of termination is effective at the end of the following billing period selected by the Ordering Entity – and remove the Account on the Platform by using a designated option in Account settings or by contacting customer service at support@respoteam.com. Removal of an Account on the Platform entails the removal of any and all Ordering Entity's Content.
- 2.5 Any content posted by the Ordering Entity on the Platform constitutes exclusive property of the Ordering Entity.

### 3 Services and Respondents

- 3.1 RespoTeam reserves the right to introduce technical modifications in the way Services are provided, to the extent it is authorised to do so and depending on their technical possibilities.
- 3.2 Access to the Platform may be either paid or free of charge, depending on the type of Account a particular Ordering Entity uses.
- 3.3 Ordering Entities using paid access enjoy a wider scope of functions of the Platform than those who access the Platform for free. A detailed description of subscription packages (information on the amount of fee and functionalities of particular types of Account) is included in the Price List, which constitutes an integral part of these Terms of Service; an updated version of the Price List is always available at [www.respoteam.com](http://www.respoteam.com).
- 3.4 An Account on the Platform is where each Ordering Entity may publish questions to the invited Respondents. The maximum number of topics/questions/discussions in a month and the limit of Respondents that a given Ordering Entity can invite depends on the type of Account.
- 3.5 Ordering Entities are responsible for inviting Respondents to the Platform. Ordering Entities invite Respondents by sending them an e-mail with a registration link; a particular person becomes a Respondent provided that they register an Account on the Platform and accepts the Terms of Service for Respondents. RespoTeam does not provide Respondents and does not guarantee that the Respondents invited by the Ordering Entity will be active. The Ordering Entity acknowledges that Respondents are not obliged to provide answers to the questions they are asked and RespoTeam shall not be held liable for lack of activity on their part.
- 3.6 RespoTeam is responsible for organising an rewards scheme to incentivise Respondents to participate in the Ordering Entity's survey. RespoTeam does not make any representations or guarantees as to the rewards scheme other than the guarantee that such scheme will be continuously operated. RespoTeam reserves the right to organise this scheme in a way they choose. Rewards for Respondents under this scheme are provided by RespoTeam. The Ordering Entity may offer specific rewards for the Respondents they invited to the Platform pursuant to a separate agreement concluded with RespoTeam.
- 3.7 Surveying Respondents by the Ordering Entity takes place with the use of tools available on the Platform which enable to create discussions on the Platform and invite Respondents to participate. In a discussion on the Platform the Ordering Entity may post descriptions of matters which are of interest, audio, graphic and audiovisual materials and may ask questions concerning such matters and materials. The Ordering Entity has constant access to the discussions they created and can view all answers and summaries provided by Respondents. The Ordering Entity may remove and modify the questions and materials they posted in discussions.

- 3.8 Discussions, including their content (the Ordering Entity's materials and questions and Respondents' answers) are archived throughout the whole period during which an Account is used in the paid version. However, RespoTeam reserves the right to remove a discussion together with its content after 90 days as of the date such discussion was created in the case of free accounts; this also applies to Accounts which were converted from paid to free Accounts for any reason.
- 3.9 The Ordering Entity does not have the possibility to remove Respondents' Accounts; however if it is found that content published by a Respondent constitutes an infringement of the Terms of Service for Respondents or generally applicable provisions of law or copyright, trademark protection rights or other third party rights or that such content is offensive, defamatory, improper or otherwise unacceptable, the Ordering Entity may notify RespoTeam thereof and request that such content be moved, removed or modified.

#### 4 **Personal Data**

- 4.1 RespoTeam represents that:
- 4.1.1 Respondents' personal data are processed 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;
- 4.1.2 when registering their Accounts on the Platform, Respondents authorise the Ordering Entity to access their data for purposes related to the operation of the Platform and provision of Services.
- 4.2 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 Respondents' personal data.
- 4.3 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.
- 4.4 Under Article 33 of the Act of 29 August 1997 on Personal Data Protection, an Ordering Entity that gained access to a Respondent's personal data is obliged provide information concerning the following: (i) purpose, scope and method of processing such data; (ii) name of the data administrator (existing and previous); (iii) content of the set of personal data concerning a particular individual; (iv) date by which these data are processed, how they were obtained and what their source is; (v) entities to which such data were made available and the scope to which such data were made available.
- 4.5 Provisions in Sections 4.1.-4.3. above shall also apply to personal data of the Ordering Entity's employees made available to RespoTeam with the use of tools available on the

Platform. RespoTeam undertakes to send the following information to the e-mail addresses of all the employees entered to the system by the Ordering Entity: (i) its full name and address of its registered office; (ii) objective and scope of collecting data; (iii) source of such data; (iv) right to access one's own data and correct them; (v) right to request to cease processing their data or to object if RespoTeam intends to process such data for marketing purposes or if RespoTeam plans to disclose their personal data to another data administrator.

## **5 Fees**

- 5.1 An Ordering Entity using paid access is obliged to pay subscription fees in the amounts specified in the Price List, within deadlines specified in the received VAT invoice; the fees depend on the billing period chosen by the Ordering Entity.
- 5.2 The Ordering Entity agrees to receive electronic invoices without signature sent to the e-mail address provided during Account registration.
- 5.3 Upon failure to make payment within a deadline specified in the VAT invoice issued for using the Platform, a paid Account shall automatically change into a free Account, subject to all limitations typical of such Account. In the event of an automatic change of the type of Account into a free Account, if the limit of questions/discussions and Respondents in a given month for this type of Account is exceeded, the possibility to invite new Respondents and create new questions/discussions is blocked; questions/discussions created thus far will not be removed (subject to Section 3.8 above), Accounts of the invited Respondents will not be removed, but there will be no possibility to invite such Respondents in excess of the limits for a free Account to newly created questions and discussions in the future. RespoTeam will send a payment reminder via e-mail to the address provided when registering an Account 7 days before the end of a particular billing period. The Ordering Entity may also enter its credit card number in Account settings and provide authorisation so that fees payable for the use of Services are charged automatically. It is possible to cancel this authorisation at any time in Account settings.
- 5.4 After a payment is made by the Ordering Entity within 14 days as of the date of the automatic change of the type of Account referred to in Section 5.3, access to the paid version will be immediately unlocked and all functionalities typical of the type of Account are re-established. The day of payment is the day on which the required amount is credited to RespoTeam's account.
- 5.5 Any and all changes in the Price List will be announced on the Platform and will be effective as of the next billing period.
- 5.6 The Ordering Entity may pay for more than one billing period in advance under payment schemes specified by RespoTeam in the Price List. If this billing method is selected, the Ordering Entity may use the Account throughout the whole period they paid for, irrespective of whether the Price List changes during this time. If the Ordering Entity

chooses long-term payment schemes, the paid version of the Account will be available until the end of the period paid for in advance and the subscription will not be automatically extended. The provisions in Section 5.4 shall apply accordingly.

- 5.7 If an Account is to be closed or it is to be changed into a free Account, the Ordering Entity is entitled to use the paid version of the Account to the full extent until the end of the period which they paid for. The Ordering Entity shall not be reimbursed for the fees they paid.

## 6 **Complaints and Assistance**

- 6.1 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 as of the date of the performance of a Service with respect to which there are reservations. A complaint should include at least the following elements: Ordering Entity's name/business name and description of reservations to the Service and expected reaction on the part of RespoTeam.
- 6.2 Correct complaints are processed within 14 days as of the date of delivery to RespoTeam.
- 6.3 Replies to complaints are sent to the e-mail addresses provided during Account registration.
- 6.4 Ordering Entities may send any questions concerning the operation of the Platform, subscription fee settlements and functionalities of the Account to the address referred to in Section 6.1. RespoTeam shall reply to any questions without delay, but not later than within 7 days.

## 7 **Ordering Entity's Content and Respondents' Content**

- 7.1 The Ordering Entity shall bear exclusive liability for any and all content, materials and information they use and send, post or provide in relation to the Services ("**Ordering Entity's Content**"). The Ordering Entity shall bear exclusive liability for obtaining permits, concessions and/or authorisations which are necessary to use the Ordering Entity's Content or parts thereof. The Ordering Entity's Content may include text, audio and video materials, images and other similar materials which belong to the Ordering Entity and may not contain any materials which in any way infringe third party rights. The Ordering Entity's Content should not contain audio and video materials, images and other similar materials which belong to persons other than the Ordering Entity, unless the Ordering Entity obtained an express written consent to use such materials from an authorised person. The Ordering Entity's Content may not contain any materials which infringe any generally applicable provisions of law or any provisions of these Terms of Service.

- 7.2 The Ordering Entity is the sole owner of the Ordering Entity's Content. None of the provisions herein constitutes a license for RespoTeam or Respondents allowing them to use the Ordering Entity's Content to an extent different than necessary for the provision of Services, i.e.:
- 7.2.1 it is assumed that the Ordering Entity grants RespoTeam a free and geographically unrestricted license for an unlimited period of time to use the Ordering Entity's Content exclusively for purposes related to the presentation of such Content on the Platform (the Ordering Entity's Content is stored on servers provided by RespoTeam) and to view and access the Ordering Entity's Content for administrative purposes (management of content on the Platform) and for analytical purposes (statistical compilations concerning Ordering Entities' questions) and to repair errors (to guarantee correct operation of the Platform);
- 7.2.2 Respondents are entitled to use the Ordering Entity's Content only to the extent it is necessary to familiarise themselves with the content to answer the questions they are asked in discussions they were invited to.
- 7.3 The Ordering Party shall bear exclusive liability for the Ordering Entity's Content. RespoTeam may not and does not check the Ordering Entity's Content and therefore shall not be held liable for it. RespoTeam reserves the right to remove, move or modify the Ordering Entity'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 or defamatory.
- 7.4 RespoTeam represents that any and all content posted on the Platform by Respondents (Respondents' 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 the 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 Respondents' Content in any other way without remuneration or the need to obtain additional permission.
- 7.5 RespoTeam grants Ordering Entities sublicense to use Respondents' Content according to the same rules and to the same extent as specified in Section 7.4 above and undertakes not to use the rights granted by Respondents under this license. However, RespoTeam reserves the right to remove, move or modify Respondents' 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 or defamatory, inappropriate or otherwise unacceptable.
- 7.6 RespoTeam also reserves the right to view and access Respondents' Content for administrative purposes (management of content on the Platform), analytical purposes

(statistical compilations concerning the Ordering Entity's questions) and to repair errors (to guarantee correct operation of the Platform).

## **8 Changes in the Terms of Service**

- 8.1 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. Each logging in the Platform is tantamount to accepting the Terms of Service in the version effective as at the date of logging in.
- 8.2 Please be advised that failure to accept changes in the Terms of Service may result in blocking some functionalities of the Ordering Entity's Account until the Ordering Entity accepts the changes.

## **9 Liability and Dispute Resolution**

- 9.1 RespoTeam shall not be held liable for disturbances and interruptions in the operation of the Platform and loss of the Ordering Entity's data due to reasons not attributable to RespoTeam, in particular due to:
  - 9.1.1 force majeure,
  - 9.1.2 interference in the technical structure of the Platform – which constitutes an infringement of the Terms of Service and/or provisions of the law – by Respondents, Ordering Entities and third parties,
  - 9.1.3 technical problems arising from reasons not attributable to RespoTeam,
  - 9.1.4 deliberate action taken by RespoTeam in order to repair, extend or renovate the Platform.
- 9.2 Any and all disputes concerning or arising from the use of the Platform by a Respondent shall be settled by a competent court having jurisdiction over RespoTeam's registered office.

## **10 Final provisions**

- 10.1 Any and all texts and graphic elements posted on the Platform are subject to copyrights or licenses granted to RespoTeam. RespoTeam does not grant any license for the use of such materials by the Ordering Entity.
- 10.2 These Terms of Service are subject to the Polish law.
- 10.3 These Terms of Service are effective as of 1.10.2016.
- 10.4 RespoTeam reserves the right to transfer rights and obligations arising from the legal relationship established as a result of registering an Account by the Ordering Entity to third parties.
- 10.5 The Privacy Policy and Price List constitute appendices to these Terms of Service.