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## TERMS AND CONDITIONS

### I. [DEFINITIONS]

1. **Service Provider:** Ignico sp. z o.o. whose registered office is in Warsaw (02-829), Taneczna Street 78, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Warsaw City in Warsaw, XIII Commercial Department of the National Court Register, KRS number: 0000716059, NIP number: 9512454660 and REGON number: 369372514, share capital: 50.000 PLN, fully paid-in, being the owner and the administrator of Website. Contact details: [contact@igni.co](mailto:contact@igni.co)
2. **Services:** B2B software as a service ('SaaS') services provided at a given time by the Service Provider available on the "as is" basis, which means that the User may use the Services in a form and scope available at a given moment through the available Software. The purpose of Services is to deliver technical infrastructure (i.e. Software) that helps the Customer to organize Customer's rewards & commissions programs for the Customer's sales teams and brand ambassadors.
3. **Software:** applications and functionalities provided by the Service Provider that are necessary to use the Services
4. **Description of Services:** list of currently available Services, pricing and payment terms that can be found here: <https://igni.co/#pricing>. Description of Services is an invitation to enter into a contract within the meaning of Article 71 of the Polish Civil Code
5. **Website:** website, currently located under the domain: <https://igni.co/>
6. **Payment Services** – payment services made available by third parties as a part of payment process on the Website.
7. **Client:** a natural person, a legal person or an organizational unit that is not a legal person, carrying out business activity and using Services for purposes related to the business activity.
8. **Authorized Users:** unless otherwise specifically provided in the Services Order, Authorized Users shall only include: (i) employees of Client, and (ii) third party contractors of Client who do not compete with Service Provider, provided that they may use the Services and the Software only at Client's place of business or in the presence of Client's personnel. Client is fully liable for the acts and omissions of Authorized Users under these Terms and applicable Services Order.
9. **Services Fee or Fee:** remuneration for the Services provided during a certain period, accepted by the Client in Services Order.
10. **Payment Methods:** payment method selected by the Client in Services Order.
11. **Services Order or Order:** order for Services in which the Client confirms all essential elements of the Services Contract, including choice of the Services, acceptance of the Services Fee and the Payment Method.

12. **Services Contract or Contract:** contract concluded between the Client and the Service Provider for the provision of the Services.
13. **Terms:** these Terms and Conditions
14. **GDPR:** Regulation 2016/679 of the European Parliament and the European Council from April 27, 2016 on the protection of individuals with regard to the processing of personal data and free movement of such data, as well as repealing Directive 95/46/WE (general regulation on data protection).

## **II. [GENERAL PROVISIONS]**

1. These Terms regulate terms and conditions for provision of the Services by the Service Provider under the Services Contract.
2. The Client represents and warrants that the person acting for it and, on its behalf, who files the Services Order and/or uses the Services / Software and/or accepts the Term, is dully empowered to represent the Client and enter into binding agreement(s), especially Services Contract on its behalf.
3. In order to use the Services, it is required to have a computer device with a web browser installed, the configuration of which allows the Client to access Website, open HTML documents, accept and use cookies, and connect the end device to the Internet. Additional requirements may be described in Description of Services and/or in Services.

## **III. [ORDERS AND CONTRACTS]**

1. In order to conclude the Contract, the Client shall read the Description of the Services and approve all the conditions thereof by completing the Services Order in electronic form available on the Website and sending it to the Service Provider by pressing the appropriate button (being one of the functionalities of the Website).
2. In the Services Order, the Client confirms all essential elements of the Service Contract, including choice of the Services, acceptance of the Services Fee and the Payment Method.
3. The Contract shall be deemed concluded after completing and confirming the Services Order by the Client (as stipulated in point 1 above) and confirmation of the Services Order by the Service Provider, of which the Client is informed by an e-mail. In the event of a dispute regarding the date of conclusion of the Services Contract, the moment of conclusion of the Contract is the moment when the Service Provider sends the e-mail with confirmation of the Services Order to the Client.
4. The Service Provider may provide the Client with the right to a trial period, starting as at the day of conclusion of the Contract, during which the Client is able to test and get acquainted with the Services. During the trial period, no Services Fee is being charged.

## **III. [TERM AND TERMINATION OF THE CONTRACT]**

1. The Services Contract is concluded for an unspecified period unless the Services Order states otherwise.
2. If the Services Contract is concluded for the unspecified period, it may be terminated by each party (Services Provider or Client) with a thirty (30) days notice.
3. The Services Contract may be terminated by the Service Provider with an immediate effect, if the Client: (i) fails to make any payment due hereunder within fifteen (15) days of the due date; (ii) fails to perform any other obligation required of it hereunder, and such failure is not cured within thirty (30) days; (iii) uses the Services unlawfully or contrary to the Terms (iv) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.
4. The Services Contract may be terminated by the Client with a thirty (30) days notice to Service Provider, if the Service Provider fails to perform any obligation required of it hereunder, and such failure is not cured within thirty (30) days period.
5. Upon termination of the Services Contract the Client shall no longer access the Services and the Software.

#### **IV. [LICENSE]**

1. Subject to all limitations and restrictions contained herein and the Services Order, after conclusion of the Services Contract the Service Provider grants Client software as a service ('SaaS'), nonexclusive, and nontransferable right to access and operate the object code form of the Software as hosted by the Service Provider as described in the Services Order and solely to perform the functions described in the Services Order.
2. The Client will have a limited right and license to use the Software solely for its internal business purposes, to make use of the Services in compliance with their purposes. The Client shall not allow any website that is not fully owned by the Client's to frame, syndicate, distribute, replicate, or copy any portion of Client website that provides direct or indirect access to the Software. Unless otherwise expressly permitted in the Services Order, the Client shall not permit any subsidiaries, affiliated companies or third parties to access the Software.
3. Unless otherwise specifically stated in the Description of the Services or Services Order, the type of license granted is a per staff user account (*the Software may be used by a limited number of individual users, each identified by a unique user id the maximum number of which is specified in the Services Order*). The Client shall ensure that the number of the active staff user accounts is equal to or lower than the number of staff user accounts which the Client has subscribed for. The Client is responsible for ensuring that the access to a staff user account is not shared. Only one individual may authenticate one staff user account. Hardware or software that the Client uses to pool connections, reroute information, or reduce the number of users directly accessing or using the Software (sometimes referred to as

"multiplexing" or "pooling"), does not reduce the number of licenses or active staff user accounts Client needs. Client may create different staff user accounts at any time without any notice to the Service Provider, provided that the permitted number of staff user account is not exceeded.

4. In no event will the Client disassemble, decompile, or reverse engineer the Software or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Software from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Software's operation and creating the original source code or any approximation thereof by, for example, studying the Software's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Software that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of these Terms. The Client may use Service Provider's Confidential Information solely in connection with the Services and only pursuant to the Terms.
5. The Client grants to the Service Provider a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Client data as it may be reasonable or necessary for the Service Provider to perform or provide the Services.
6. The Services may contain third party software that requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions may be requested from the Service Provider and are made a part of and are incorporated by reference into these Terms. By accepting these Terms, the Client is also accepting the additional terms and conditions, if any, set forth therein.

#### **IV. [OBLIGATIONS]**

1. The Client agrees to comply with all applicable laws, regulations, and ordinances relating to these Terms. Client shall ensure that each activity of the Client for which the Services and the Software are engaged contains or is linked to legally binding terms and a privacy policy that governs its data collection and use practices.
2. The Client shall be obliged to inform its Authorized Users before they start to use the Software about the rights and obligations set forth in these Terms. The Client will be liable for any violation of obligations by its Authorized Users or by other third parties who violate obligations within the Client's control.
3. The Client shall be obliged to keep login names and passwords required for the use of the Software confidential and in a safe place,

and to protect it against unauthorized access by third parties with appropriate precautions, as well as to instruct its Authorized Users to obey copyright regulations. Personal access data must be changed at regular intervals.

4. Before entering its data and information, the Client shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Client itself shall be responsible for entering and maintaining its data.

## **V. [PRICES AND PAYMENTS]**

1. The Client shall pay Service Provider the Services Fee indicated in the Services Order. Unless otherwise provided in the Services Order, all Fees are to be paid to the Service Provider upfront on a monthly basis, not later than on the last day preceding the following month of provision of the Services. Any late payment will be subject to costs of collection (including reasonable legal fees) and will bear interest at the maximum rate permitted by law.
2. If the Client is delinquent on a payment of Services Fee the Service Provider may suspend access to the Services.
3. The Fee, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Client shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property, withholding or other taxes or levies which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider's income, withholding or franchise taxes, or any taxes for which Client is exempt, provided Client has furnished Service Provider with a valid tax exemption certificate.

## **VI. [AVAILABILITY OF SERVICES]**

1. The Service Provider makes every effort to ensure that the Services are provided at the highest level. However, the Service Provider does not exclude the possibility of temporary suspension of the Services availability in case of maintenance, review, replacement of equipment or in connection with the upgrade or expansion thereof. The Service Provider, in the widest extent permitted by law, is not liable for any disruptions, including interruptions, Website operation caused by force majeure, unlawful actions of Client, third parties or incompatibilities with the Clients technical infrastructure.
2. Service Provider has the right (but not the obligation) to suspend access to the Services and Software or remove any data or content transmitted via the Services and Software without liability (i) if Service Provider reasonably believes that the Services or Software is being used in violation of these Terms or applicable law, (ii) If Client is delinquent on a payment of Services Fee (iii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Service Provider shall use commercially reasonable efforts to notify Client prior to suspending the access to the

Application as permitted under these Terms, or (iii) as otherwise specified in these Terms. Information on Service Provider's servers may be unavailable to Client during a suspension of access to the Software. Service Provider will use commercially reasonable efforts to give Client at least twelve (12) hours' notice of a suspension unless Service Provider determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Service Provider or its Clients.

## VII. [OWNERSHIP]

1. The Client irrevocably acknowledges that, subject to the licenses granted herein, the Client has no ownership interest in the Software or Service Provider's materials made available to the Client. Service Provider will own all right, title, and interest in such Software and Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.
2. The Service Provider's and the Client's trademarks, trade names, service marks, and logos, whether or not registered, are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein. The Service Provider may: (i) use the Client's name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Client's statements in one or more press releases; and/or (iii) make such other use of the Client's name and/or logo as may be agreed between the parties. Additionally, the Service Provider may include Client's name and/or logo within its list of customers for general promotional purposes. The Service Provider shall comply with Client's trademark use guidelines as such are communicated to the Service Provider in writing and the Service Provider shall use the Client's marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any marks except as provided in this Section.

## VIII. [CONTENT]

1. The Service Provider as the provider of technical infrastructure does not (a) initiate the transfer of any data and content introduced to the Services by the Client or third parties (the "**Content**"); (b) choose the receiver of the Content; (c) remove nor modify the Content.
2. By conclusion of the Service Contract the Client declares and guarantees any data and content introduced to the Services by the Client do not infringe the law or any third parties' rights. Any related disputes shall be settled without participation of the Service Provider.
3. If the Service Provider suffers any damage caused by the use of the Service by the Client or by data or content introduced by the Client to the Services which infringe rights of third parties or any laws, the Client is obliged to redress the damage in its full value.

## **IX. [LIMITATION OF LIABILITY]**

1. Any and all of software, services, confidential information and any other technology or materials provided by Service Provider to the Client are provided “as is” and without warranty of any kind, except as otherwise expressly stated in these Terms. Service Provider makes no other warranties, express or implied, including express or implied warranties of merchantability, fitness for a particular purpose, and noninfringement. neither Service Provider (nor any of its subsidiaries, affiliates, suppliers or licensors) warrants or represents that the software or services will be uninterrupted, error-free, or secure. customer acknowledges that there are risks inherent in internet connectivity that could result in the loss of Client’s privacy, data, confidential information, and property.
2. To the maximum extent permitted by applicable law, Service Provider will have no liability for any claim of infringement based on: (ii) Client’s use of the Services or the Software in conjunction with data where use with such data gave rise to the infringement claim; or (iii) Client’s use of the Services or the Software outside the permitted scope of these Terms or the purpose of the Services and the Software; (iv) lack of continuous availability of the Services or the Software not caused by the Service Provider; (v) incorrect use of the of the Services or the Software; (vi) provision of untrue or incomplete information upon signing the Services Contract; (vii) infringement of provisions of these Terms by the Client or Authorized User; (viii) Force Majeure, disasters; (ix) external factors and third parties activities outside the Services Provider control, which could not be prevented by the Operator (e.g. breakdowns hardware or software in networks of telecommunications operators, mobile phone networks, etc.); (x) use of authorization data provided to the Client in order to access the Service; (xi) disconnection of servers during a hacker attack; (xii) activities performed contrary to the description, help, technical support instructions or recommendations which are provided by technical support or displayed automatically in the Services or by the Software; (xiii) Content; (xiv) unfinished elements of Services or the Software (especially marked as beta), or elements that are being withdrawn from operation.
3. To the maximum extent permitted by applicable law, in no event will Service Provider be liable under any theory of liability, whether in an equitable, legal, or common law action arising hereunder for contract, strict liability, indemnity, tort (including negligence), attorneys fees and costs, or otherwise, for damages which, in the aggregate, exceed the amount of the Fee paid by Client for the Services which gave rise to such damages.
4. To the maximum extent permitted by applicable law, in no event will Service Provider be liable for any special, incidental, indirect, exemplary, punitive, or consequential damages of any kind and however caused including, but not limited to, attorneys fees and costs, business interruption or loss of profits, business opportunities, or goodwill.

5. The foregoing limitations apply even if notified of the possibility of such damage and notwithstanding the failure of essential purpose of any remedy.
6. Client agrees to defend, indemnify, and hold Service Provider and its officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Client's: (i) breach of any of its obligations set forth in the Terms; (ii) actual or alleged use of the Service or the Software in violation of these Terms or applicable law by Client or any Authorized Users; (iii) any actual or alleged infringement or misappropriation of third party intellectual property rights arising from data provided to Service Provider by the Client or otherwise inputted into the Software, whether by the Client, an Authorized User or otherwise; and/or (iv) any violation by Client or its Authorized Users, of any terms, conditions, agreements or policies of any third party service provider.

#### **X. [ENTRUSTEMENT AGREEMENT OF PERSONAL DATA PROCESSING]**

1. The Client as the data controller of the personal data of individuals introduced to the Services and Software such as personal data of the Client's employees, associates, contractors, by acceptance of Terms, entrusts the Service Provider with processing of such personal data shared with the Service Provider to ensure the provision of the Service for its duration and in the scope of storage, preservation, processing and sharing in accordance to the functionalities of the Services.
2. Terms in the scope of entrusting the data processing constitute the entrustment of data processing agreement between the Client as the data controller and Service Provider as the data processor and documented instruction from the data controller referred to in Article 28 of the GDPR.
3. The Services Provider as the processor: (a) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (b) takes all measures required pursuant to Article 32 of the GDPR; (c) respects the conditions referred to in paragraphs Article 28 paragraph 2 and 4 of the GDPR for engaging another processor provided that the Client expresses general consent for the Service Provider to use services of other processors. The Service Provider commits to inform the Client about any intended changes regarding the addition or replacement of other processors, thus, giving the Client the opportunity to object to such changes within 7 days from the date of notification. If the Client objects, the Service Provider will be entitled to cease provision of the Service and terminate the Contract with immediate effect; (d) taking into account the nature of the processing, assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR; (e) assists the controller in



ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the processor; (f) at the choice of the Client, deletes or returns all the personal data to the controller after the end of the provision of Services relating to processing, and deletes existing copies unless Union or Polish law requires storage of the personal data; (g) makes available to the Client all information necessary to demonstrate compliance with the obligations for the lawful processing of personal data and enables the Client or the auditor authorized by the Client to carry out audits, including inspections, and contributes to them.

4. The Service Provider may charge a fee the Service Provider may charge a fee (based on reasonable Service Provider's costs) for each review of the Service Provider's data protection policy and / or audit. The Service Provider will provide the Client with additional details of any applicable fees and the basis for their calculation, before such a review or audit. The Client will be responsible for all fees charged by the auditor appointed by the Client in order to perform such an audit.
5. The Service Provider may submit in writing objections to the auditor appointed by the Client to conduct the audit, if the auditor is not, in the reasonable opinion of the Service Provider, suitably qualified or independent, is related to the competition of the Service Provider or otherwise clearly inappropriate. All such reservations on the part of the Service Provider will require the Client to appoint another auditor or carry out the audit himself.
6. The Service Provider immediately informs the Client if, in his opinion, the instruction given by the Client constitutes an infringement of the GDPR or other provisions of the European Union or Polish law on data protection.
7. The Service Provider is liable towards the Client for damages caused by processing of entrusted personal data of the Client only when the Service Provider has not fulfilled the obligations that the GDPR imposes directly on the Service Provider, or if the Service Provider acted outside the lawful instructions of the Client or contrary to these instructions. Service Provider's liability shall be limited to (i) the amount of a monthly Services Fee or (ii) the proportional equivalent of a monthly Services Fee or the actually charged Services Fee (whichever is lower) – if the Services Order determine different payment terms.

## **XI. [COMPLAINTS]**

The Service Provider will only consider complaints sent by e-mail to the following address: [complaints@igni.co](mailto:complaints@igni.co). Complaints are processed within 14 (fourteen) days from the date of receipt of the complaint.

## **XII. [MISCELLANEOUS]**

1. The Client may not assign the Services Contract / Terms or otherwise transfer any license created hereunder whether by operation of law, change of control, or in any other manner, without a prior written

consent of the Service Provider. Any purported assignment of these the Services Contract / Terms, or any license or rights in violation of this Section will be deemed void. The Service Provider may assign, in whole or in part, its rights, interests, and obligations hereunder without limitation.

2. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these Terms.
3. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
4. Each provision of these Terms is a separately enforceable provision. If any provision of these Terms is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for these Terms to remain in effect in accordance with its terms as modified by such reformation.
5. Service Provider is an independent contractor and nothing in these Terms will be deemed to make Service Provider an agent, employee, partner, or joint venturer of Client. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.
6. Price and availability of any Services are subject to change without any notice. Updated price and information about availability will be made available on the Website. If the Client do not accept the changes, it has the right to terminate the Services Contract with thirty (30) days' notice, provide that the changes shall not have the effect to such Client in the notice period.
7. The Terms may be changed by the Service Provider from time to time. Updated text of the Terms will be made available on the Website. If the Client does not accept the changes, it has the right to terminate the Services Contract with a thirty (30) days notice. The Terms are available in an electronic form on the Website in a format that allows downloading, reading and printing it.
8. The laws of the Republic of Poland govern the interpretation of these Terms, regardless of conflict of laws principles. Warsaw (Poland) courts shall have exclusive jurisdiction for any dispute arising hereunder, out of, or in relation to these Terms.