

## Information clause

The definitions used in this information clause and written in capital letters shall have the meanings given to them below:

- 1) **Admin** – means a User who is not a Consumer (i.e. a natural person, legal person or organisational unit without legal personality, which is granted legal capacity by law, conducting business activity on its own behalf), who has an Admin Account on the Website.
- 2) **Account** – means a service provided electronically by the Service Provider to the User within the Website, to which the User gains access using an individual login (e-mail address) and password.
- 3) **Customer** – means a User who is a consumer and has a Customer Account on the Website.
- 4) **GDPR** – means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
- 5) **Website** – means the website at <https://app.activenow.io>.
- 6) **Agreement** – means the agreement concluded between the Service Provider and the User for the provision of Services within the Website.
- 7) **Premium Account Agreement** – means an agreement concluded for a fixed term between the Service Provider and the Admin for the provision of Services within the Website via the Admin Account, on the basis of which the Admin gains access to all the functionalities of the Admin Account for the Subscription Period.
- 8) **Service Provider** - means ActiveNow sp. z o. o. with its registered office in Warsaw (00-640) at ul. Mokotowska 1, KRS: 0000754602, NIP: 7010889131, REGON: 381633773
- 9) **User** – means the Admin and the Customer, i.e. whenever this information clause refers to the "User", it should be understood to mean both the Admin and the Customer.

1. The administrator of personal data collected within the Website is the Service Provider, i.e. ActiveNow sp. z o. o. with its registered office in Warsaw (00-640) at ul. Mokotowska 1, KRS: 0000754602, NIP: 7010889131, REGON: 381633773, e-mail address: [contact@activenow.io](mailto:contact@activenow.io), telephone: +48 22 602 20 25.
2. The User's personal data may only be processed in cases provided for by the GDPR, based on the following grounds:
  - a) processing is necessary for the performance of an Agreement to which the User is party or in order to take steps at the request of the User prior to entering into an Agreement – in order to enable the Service Provider to provide services electronically, conclude and perform the Agreement, create and manage the User's Account and provide Account support, use the Account's functionality, exchange of information between the Customer and the Admin, as well as handling of requests and complaints submitted by the User, contacting the Service Provider and the User for purposes related to the provision of Services,
  - b) processing is necessary for the purposes of the legitimate interests pursued by the Service Provider – for the purpose of possible debt collection from the Admin and conducting court and enforcement proceedings, conducting settlement negotiations, handling User requests and reports, in situations where they are not directly related to the performance of the Agreement,
  - c) processing is necessary to fulfil a legal obligation incumbent on the Service Provider – for the purpose of performing tax, accounting and administrative obligations,

- d) the data subject has consented to the processing of their personal data – for the purpose of marketing and promotional activities.
3. The User's consent to the processing of their personal data in accordance with point 2(d) above does not condition the possibility of concluding an Agreement with the Service Provider, except in the case indicated in point 4.
  4. The Admin's consent to marketing activities using the Admin's name and logo, as well as granting the Admin a licence in this regard, is a condition for concluding an Agreement with the Service Provider.
  5. In addition to the Service Provider and its authorised employees, the recipients of Users' personal data may include entities providing IT, consulting, accounting, legal, postal and transport services to the Service Provider, as well as promotional and marketing services (if consent has been given to such activities), as well as entities authorised to access personal data on the basis of legal provisions, in particular the relevant tax offices.
  6. Users' personal data will not be transferred to a third country (outside the European Economic Area) or to an international organisation.
  7. Users' personal data will be stored by the Service Provider for the duration of the Agreement, as well as after its termination, to the extent that it is necessary to achieve the purposes referred to in point 2, but no longer than 8 years after the termination of the Agreement. Personal data processed solely on the basis of the consent to processing referred to in point 2(d) may not be processed for longer than until the User withdraws their consent.
  8. The user has the right to access their data and the right to rectify, delete, restrict processing, the right to transfer data, and the right to object to processing.
  9. With regard to data processed solely on the basis of the User's consent, the User has the right to withdraw their consent at any time without affecting the lawfulness of the processing that was carried out on the basis of consent before its withdrawal.
  10. The User has the right to lodge a complaint with the supervisory authority for personal data protection - the President of the Personal Data Protection Office (PUODO) - if they find that the processing of personal data violates their rights, including the provisions of the GDPR.
  11. The provision of the following personal data by the User is a contractual requirement and a condition for the conclusion of the Agreement:
    - a) in the case of a Customer:
      - e-mail address
      - login and password to the Account
    - b) in the case of the Admin:
      - e-mail address
      - login and password to the Account
      - school name (business name)
      - telephone number

The person concluding the Agreement is obliged to provide the above-mentioned data. Failure to provide this data will result in the inability to provide the Services and perform the Agreement.
  12. The provision of any other personal data by the User is voluntary.
  13. The Admin who has concluded a Premium Account Agreement with the Service Provider is required to provide the following personal data in order for a VAT invoice to be issued on their behalf:
    - first and last name
    - company name
    - company address
    - tax identification number

14. Personal data provided by the User will not be subject to automated decision-making or profiling.
15. The Service Provider declares that it has taken the necessary measures to secure the User's personal data, in particular, it has implemented technical and organisational measures to ensure the protection of the personal data being processed, appropriate to the risks and categories of data covered by the protection. The Service Provider has secured the data against unauthorised access, removal by an unauthorised person, processing in violation of the law, and alteration, loss, damage or destruction.