

Terms and Conditions of the Activenow.io

1. Introduction

- 1.1. The Terms and Conditions (defined below) specify the conditions of provision of Services by ActiveNow sp. z o. o. with its registered office in Warsaw (03-741) at ul. Białostocka 22, KRS [National Court Register]: 0000754602, NIP [Tax Identification Number]: 7010889131, REGON [National Official Business Register]: 381633773 (hereinafter referred to as the "Service Provider") for the Users (defined below) and conclusion of Agreements by and between the Service Provider and the Users.
- 1.2. The Terms and Conditions are addressed to the Users.
- 1.3. The Terms and Conditions are the general terms and conditions of the Agreement.

2. Definitions

The terms capitalised in these Terms and Conditions shall have following meaning, as defined below:

- 2.1. **Administrator** – means the User who is not a consumer (i.e. a natural person, legal person or organisational entity without legal personality to whom the Act grants legal capacity, conducting business activity on its own behalf), who has the Administrator Account on the website.
- 2.2. **Pricelist** – pricelist for Services provided to the Administrators, which can be found at: <https://activenow.io/cennik>
- 2.3. **Contact Details** – mean the telephone and address data of the Service Provider using which the User can contact the Service Provider, i.e.: correspondence address: ul. Białostocka 22, 03-741 Warsaw, e-mail address: hello@activenow.io, phone: +48 22 602 20 25.
- 2.4. **Registration Form** – means the form which is filled by the User in order to create an Account.
- 2.5. **Account** – means a service provided by electronic means by the Service Provider to the User on the Website, to which the User gains access using an individual login (e-mail address) and password.
- 2.6. **Free Account** – means an Account other than indicated in point 2.8. below.
- 2.7. **Premium Account** – means paid Account with full access to all functionalities of the Administrator Account.
- 2.8. **Client** – means a User who is a consumer, who possesses a Client Account on the website.
- 2.9. **Consumer** – means a natural person possessing full legal capacity to perform legal acts who performs legal acts with the entrepreneur not directly connected with its business or professional activity.
- 2.10. **Subscription Period** – means a period of 1 month or 12 months for which the Administrator who has the Administrator Account paid the Remuneration.
- 2.11. **Confirmation** – means an e-mail message sent by the Service Provider to the Administrator's e-mail which confirms conclusion of the Premium Account Agreement.
- 2.12. **Account Confirmation** – means an e-mail message sent by the Service Provider to the User's e-mail which confirms creation of the Account.
- 2.13. **Terms and Conditions** – mean these terms and conditions.
- 2.14. **GDPR** - means the Regulation of the European Parliament and of the Council (EU) 2016/679 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 Resolution)
- 2.15. **Website** – means the website on <https://app.activenow.io>;
- 2.16. **Agreement** – means an Agreement on provision of Services on the Website concluded by the

Service Provider and the User.

- 2.17. **Free Account Agreement** – means an Agreement concluded by the Service Provider and the User, other than indicated in point 2.18. below.
- 2.18. **Premium Account Agreement** – means the Agreement concluded by the Service Provider and the Administrator through the Administrator Account, under which the Administrator gains, for a Remuneration, access to all functionalities of the Administrator's Account for the Subscription Period.
- 2.19. **Services** – means services provided by the Service Provider defined in chapter 4.
- 2.20. **User** – means the Administrator and the Client, i.e. every time the Terms and Conditions speak of a "User" it should be understood both as the Administrator and the Client.
- 2.21. **Remuneration** – means remuneration due to the Service Provider for provision of Services, under the Premium Account Agreement, according to the Pricelist. The remuneration varies depending on the maximum number of active lesson participants allowed within the Premium Account.

3. General provisions

- 3.1. The Terms and Conditions were drafted in Polish, according to the Polish law.
- 3.2. The Terms and Conditions, along with the attached template of declaration of withdrawal from the Agreement, are available for free on the Website at: <https://activenow.io/regulamin> from where they can be acquired, recorded and reproduced, including pdf format using the ICT system used by the User and also will be supplied to the User who is a Consumer in the pdf format with attached template of declaration of withdrawal from the Agreement as an attachment to Account Confirmation.
- 3.3. The user is obliged to provide correct data in order to use the Website. Creation of a fake Account, especially for purposes other than using the Website, is forbidden.
- 3.4. The Service Provider ensures functioning of the Website in the following browsers: Google Chrome 21 or latest, IE 10 or latest, Firefox 28 or latest, Safari 6.1 or latest, Opera 12.1 or latest or mobile versions of iOS Safari, Chrome, Firefox, Opera Mini.
- 3.5. In order to use the Website, including services provided by electronic means by the Service Provider, it is necessary for the User to have:
 - a) devices with access to the Internet network enabling use of the Internet resources,
 - b) active e-mail box,
 - c) Internet resources browser enabling to display websites. It is recommended to use one of the browsers indicated in point 3.4 with enabled "cookies".
- 3.6. The Service Provider is not liable for irregularities in functioning resulting from the User's failure to meet the technical requirements.
- 3.7. Meeting some technical requirements specified in point 3.5 above may entail the necessity to pay fees, in particular obtaining access to the Internet network. All costs connected with meeting the technical requirements are charged to the User.
- 3.8. The User is also obliged to refrain from any actions that could hinder access to the Website to other Users and actions which would disturb or prevent the functioning of the Website and Services provided as part of it.
- 3.9. The User can use the Services provided by the Service Provider exclusively for purposes compliant with the commonly governing law and good practices.
- 3.10. The User must not:
 - a) provide lawless content including content inconsistent with rules of social coexistence,
 - b) send spam within the meaning of Art. 10 of the Act of 18 July 2002 on providing services by

electronic means,

- c) use the Website in a manner hindering its function or that is a nuisance for the Service Provider.
- 3.11. If the User violates the prohibition specified in point 3.3, 3.8, 3.9 and 3.10 above, the Service Provider will be entitled to terminate the Agreement with immediate effect. Termination of the Premium Account Agreement for causes specified in the first sentence does not require a refund of Administrator's Remuneration paid for the Subscription Period during which the termination took place.
 - 3.12. Should the User post content violating points 3.8, 3.9 and 3.10, the Service Provider can delete such a content.
 - 3.13. The Service Provider uses cryptographic protection of the electronic transfer and digital content by using appropriate logical, organisational and technical means, in particular in order to prevent access to third parties, including encrypting SSL, using access passwords and antivirus programs against unwanted software.
 - 3.14. The Service Provider informs that despite using protection referred to in point 3.13 above by the Service Provider, using the Internet and services provided by electronic means can be threatened by malicious software penetrating into the User's ICT system and device or getting access to data on this device by third parties. For the purpose of minimising the threat, the Service Provider recommends the User to use antivirus programs or means protecting against identification on the Internet.
 - 3.15. The Service Provider has the right to leave the so-called "cookies" in the User's device or other files of similar purpose.
 - 3.16. The Service Provider reserves the right to a maintenance break in operation of the Website lasting up to 24 hours, about which the Users will be informed beforehand by an appropriate message on the Website.
 - 3.17. Acceptance of the Terms and Conditions is voluntary, although in case of lack of User's acceptance of the Terms and Conditions, he/she has no right to use the Services on the Website.
 - 3.18. Information posted on the website by the Service Provider is not an offer within the meaning of Act of 23 April 1964 - Civil Code but is only an invitation to conclude an agreement.

4. Services and Remuneration

- 4.1. Service provides tools enabling:
 - a) management of the school which conducts extracurricular lessons through the Administrator Account
 - b) planning extracurricular lessons and conducting general school service through use of the Client Account - the lecturer and receptionist
 - c) enrolment for classes and communication with the school through the Client Account - participant.
- 4.2. On the website, the Service Provider enables creation of a Free Account or Premium Account. The Premium Account can be create only by an Administrator.
- 4.3. As part of the Administrator Account, the Administrator can obtain access to functionalities dedicated to owners of schools running extracurricular lessons, in particular:
 - a) Calendar management – functionality consisting in keeping the calendar of lessons, enabling to enter lessons through choice of type, place, instructor and level,
 - b) Participants management – functionality consisting in presenting a list of lesson participants with indication of the payment status, with option to sort it according to the chosen category as well

- as sending e-mails or text messages to the participants of all or specified lessons,
- c) Lecturer management – functionality consisting in presenting the list of lecturers with option to send an e-mail or a text message to all or chosen lecturers,
 - d) Settings – functionality enabling to make changes of the Account's settings.
- 4.4. As part of the Client Account - participant, the User obtains access to functionalities dedicated to clients of schools running extracurricular lessons, in particular:
- a) the closest lessons – functionality consisting in access to information about the nearest lessons,
 - b) Making up – functionality consisting in access to information about the possibility to make up lessons (availability of the function depends on Administrator's decision),
 - a) Settlement – functionality consisting in access to information about the payment status, whereby loss of the Premium Account by the Administrator, to whose school a Client - participant is attending, causes loss of all functionalities of the Client Account - participant within this school.
 - d) My data – functionality enabling changes of data on the Client Account.
- 4.5. As part of the Client Account - instructor, the User obtains access to functionalities dedicated to persons running extracurricular lessons, in particular:
- a) Presence – functionality enabling to check presence during lessons.
- 4.6. As part of Client Account - receptionist, the User obtains access to functionality provided for a given Administrator Account, limited by this Administrator according to his needs.
- 4.7. Creation of a Free Account and provision of Services within Free Account by the Service Provider is free of charge. This regards the Client Account and Administrator Account which is not a Premium Account.
- 4.6. Creation of the Administrator Account and provision of Services within the Administrator Account by the Service Provider can be free of charge or paid (Premium Account) - for Remuneration specified in the Pricelist in form of subscription for the Subscription Period. The amounts of the Remuneration specified in the Pricelist are net amounts.
- 4.7. Within free access to the Free Account, the Administrator receives access to limited amount of functionalities available within Administrator Account.
- 4.8. Within free access to the Premium Account, the Administrator receives access to all functionalities within Administrator Account.
- 4.9. Functionalities provided for certain types of Administrator Account and prices for using specific packages are described in detail in the Pricelist. Change of Pricelist does not require change of the Terms and Conditions and applies to any Administrator as of the Subscription Period following the Subscription Period during which the change was made.
- 4.10. Amount of Remuneration for using the Premium Account is dependent on the maximum acceptable number of active participants of the lessons. In case of exceeding of the maximum number of lesson participants set for the respective package, the Administrator is obliged to pay Remuneration for a higher package, starting from subsequent Settlement Period. However, if Remuneration was settled in advance for the period longer than 1 month, in particular when the 12-month Settlement Period was selected, the Administrator is obliged to supplement the earlier paid Remuneration in the amount corresponding to number of days remaining to be used in a given Settlement Period.
- 4.11. Payment of Remuneration shall take place through the Straal system of electronic payments (the payment operator is Straal Sp. z o.o. with its registered office in Warsaw, 00-844, Plac Europejski 1, entered in the Register of Entrepreneurs kept by the District Court in Warsaw, 12th Economic Division of the National Court Register under the number 0000694017, share capital: PLN 2 183

000, NIP [Tax Identification Number]: 527-282-05-82, REGON [National Official Business Register]: 368238452). Remuneration is automatically charged for subsequent Subscription Period by the Service Provider through a payment card which data were entered by the Administrator. The supplementary remuneration referred to in point 4.10 sentence 2 and 3 above is automatically charged by the Service Provider through a payment card which data were entered by the Administrator, or made by transfer after prior notification to the Administrator by the Service Provider about the need for extra payment.

- 4.12. The Administrator can use all Premium Account's functionalities for the Subscription Period, after booking the payment by the Service Provider.
- 4.13. Conclusion of the Premium Account Agreement can take place at any moment of using the Website. The remuneration payment happens in advance for the Subscription Period. If the Administrator does not make the payment for the subsequent period after the Subscription Period, the Administrator can use the functionalities available as part of free Administrator Account.
- 4.14. Every new Administrator receives access to Premium Account (trail period) free of charge for 14 days. After the abovementioned period, such Account becomes a free Administrator Account without access to all functionalities, unless the Administrator decides to use Premium Account further and will conclude a Premium Account Agreement with the Service Provider and will post the appropriate data of the payment card on the website, from which the Remuneration will be collected.

5. Creation of the Account and termination of the Agreement

- 5.1. The user can use the Website's functionalities only through the Account.
- 5.2. For conclusion of the Agreement between the Service Provider and the User it is necessary to properly fill the Registration Form by the User and activate the "Register" button - under the Registration Form.
- 5.3. After activation of the button referred to in point 5.2, the User will receive the Account Confirmation to the e-mail address provided in the Registration Form.
- 5.4. Creation of the Client Account is possible only after the Client has received an invitation from the Administrator in the form of an Internet link.
- 5.5. At the moment of registration, an Agreement for indefinite period is concluded by and between the Service Provider and the User.
- 5.6. In the Registration Form the User gives the password, which he/she will be using in order to obtain access to the Account's resources. Login is the e-mail address indicated in the Registration Form. Change of login (e-mail address) can be made by the Service Provider at User's request placed using the Contact Details. The User is not entitled to share the password to the third party.
- 5.7. Logging in to the Account takes place when using the e-mail address and password, provided in the Registration Form.
- 5.8. In order to conclude an Agreement by and between the Service Provider and Administrator it is necessary for the Administrator to enter the payment card data and accept the Service Provider's right to collect Remuneration in a designated place. In particularly justified cases, the Service Provider can grant consent to conclude a Premium Account Agreement without entering the payment card data to the Website by the Administrator, for prior payment of Remuneration in advance by the Administrator for the period established by the Service Provider.
- 5.9. The Agreement can be terminated by the User at any time, without giving reasons, with a 14-day notice period, through e-mail to the address indicated in Contact Details, subject to point 5.10.
- 5.10. Termination of the agreement for entrusting the processing of personal data concluded by the

Administrator with the Service Provider is unequivocal with termination of the Agreement.

- 5.11. Termination of the Premium Account Agreement by the Administrator not require a refund of Administrator's Remuneration paid for the Subscription Period during which the termination took place. If the Administrator expressed such wish, then the Administrator and the Service Provider are bound by the Premium Account Agreement to the end of the Subscription Period, during which the termination was made and the Free Account Agreement from the subsequent day after the end of the Subscription Period.
- 5.12. Deleting the payment card data from the Website is treated as termination of the Premium Account Agreement by the Administrator with effect by the end of the Subscription Period, during which the data was deleted. In this situation, the Administrator and the Service Provider are bound by the Free Account Agreement from the day following after end of the Subscription Period, referred to in the preceding sentence, unless the Administrator also made a statement on termination the Agreement.
- 5.13. The Service Provider is entitled to terminate the Agreement concluded with the User without giving reasons with a 14-day notice period via e-mail to the User's e-mail address provided on the Registration Form. In case of termination in the mode defined in the first sentence of the Premium Account Agreement, the Service Provider will return to the Administrator part of the amount of the Remuneration paid for the Subscription Period, corresponding to the number of days of the Premium Account Agreement standing that are left in the given Subscription Period. This regulation is used appropriately in case of the Administrator making the payment in advance for more than one Subscription Period or for another period.
- 5.14. The Service Provider is entitled to terminate the Agreement with immediate effect in cases provided for in the Terms and Conditions and generally applicable law, via e-mail to the User's e-mail address provided in the Registration Form.
- 5.15. Termination of the Agreement results in deleting of the Account. Termination only the Premium Account Agreement with simultaneous expression of will by the Administrator to be further bound by the Free Account Agreement, it does not result in deleting of the Account but only loss of functionalities connected with possession of a Premium Account.
- 5.16. The Service Provider reserves the right to terminate the Agreement and delete the Account in case of existence of justified suspicion that it was not created in order to be use the Service Provider's services by the User (fake account). Before deleting the Account, the Service Provider will undertake at least a double attempt of contact to the e-mail address provided on the Account and phone number (if it is indicated).

6. Right to withdraw from the Agreement

- 6.1. The Client can withdraw from the Agreement without giving reasons within 14 days from the day of its conclusion. After this time, the Client loses the right to withdraw from the Agreement.
- 6.2. The Service Provider informs that the right to withdraw from the Agreement does not appertain to the Client in relation to agreements listed in Art. 38 of the Act of 30 May 2014 on consumer rights (consolidated text, Journal of Laws of 2017, item 683 – further as "Act on consumer rights"), in particular agreements on provision of services, if the entrepreneur performed in full the service with clear consent from the Client, who was informed before beginning of the service that after fulfilment of the service by the entrepreneur, he/she loses the right to withdraw from the agreement.
- 6.3. The Client can execute the right to withdraw from the agreement referred to in point 6.1 using the form referred to in Appendix no. 2 to the Act on consumer rights or form which is shared on the Website and is the Appendix no. 1 to the Terms and Conditions or in other selected form. In such

situation, the Service Provider is obliged to send a message to the Client confirming receipt of statement by the Service Provider on withdrawal from the Agreement to the address / e-mail address, from which it received the referred statement. The date of posting or sending an e-mail is decisive for the withdrawal period. The Service Provider's address to which the statement on withdrawal is to be sent is indicated in Contact Details.

6.4. The provisions of this chapter do not apply to Administrators.

7. Warranty and liability

7.1. The Service Provider is obliged to provide services with due diligence.

7.2. The complaint of services provided by the Service Provider under the Agreement (services provided by electronic means) can be filed by the User in writing to the address indicated in Contact Details or to e-mail address indicated there. The complaint should contain a concise description of the situation and the User's requests or suggestions. The abovementioned requirements are only the recommendations are designed to facilitate consideration of the complaint by the Service Provider. Failure to meet the requirements referred to above by the User does not impact the date and manner of consideration of the complaint, subject to point 7.4.

7.3. The complaint will be considered within 30 days counting from the day of its receipt by the Service Provider. Failure to respond to the User's complaint who is a Consumer to the first deadline indicated in the sentence means consideration of the complaint by the Service Provider. If the complaint is not accepted, the User will receive an opinion that the complaint is not valid. A response to the complaint will be sent to the User in writing or to the e-mail address provided in the Registration Form.

7.4. If the complaint requires supplementation, in particular if it is unclear which Account it regards, what problem is reported by the User or what are his/her suggestions for solving the problem, the Service Provider can, within the time limit specified in point 7.3., request the User to supplement the complaint, indicating issues which in its opinion need to be clarified. In such a situation the deadline to consider the complaint is 30 days from the day of receipt by the Service Provider of the appropriately supplemented complaint.

7.5. The Service Provider is responsible towards the Administrator for damage being result of failure to perform or improper performance of its tasks arising from the Agreement only when the damage arises from intentional fault of the Service Provider and is limited to the amount of the lowest Remuneration for one Subscription Period specified in the Service Provider's offer.

7.6. If the action or negligence of the Service Provider which will result in the damage will pose a non-performance or improper performance of any Service Provider's tasks resulting from the agreement (liability in contract), the Administrator will not be entitled to a claim for damages for tort (liability in tort).

7.7. Provision of the section 7.6. above is not applicable to personal injury.

8. Services provided by electronic means

8.1. The Service Provider provides the following services for the Users for free by electronic means:

- a) Registration Form,
- b) Account.

8.2. Services indicated in point 8.1. above provided 7 days a week, 24 hours a day.

8.3. The Service Provider reserves the option to select and change the type, form, time and manner of granting access to services, about which it will inform the Users in a proper manner for change of the Terms and Conditions.

- 8.4. The service of Registration Form enables to conclude an Agreement and create an Account.
- 8.5. The service of an Account enables the use of functionalities intended for a given type of Account by the User.
- 8.6. The User can use Services provided by the Service Provider exclusively for purposes that are compliant with the generally applicable law and good practices.

9. Personal data

- 9.1. The Data Controller of personal data collected within the Website is the Service Provider, i.e. ActiveNow sp. z o. o. with its registered office in Warsaw (03-741) at ul. Białostocka 22, KRS: 0000754602, NIP: 7010889131, REGON: 381633773, e-mail address: hello@activenow.io, phone: +48 22 602 20 25.
- 9.2. The Service Provider declares that it processes personal data in compliance with GDPR.
- 9.3. The Service Provider shares the detailed information in the scope processing and protection of personal data in form of information clause, available under the address <https://activenow.io/legal/> and in form of interactive links displayed before conclusion of the Agreement.
- 9.4. In order to use the Account, it is necessary to beforehand familiarise with the information clause and make a statement about reading the acceptance of the clause's content.
- 9.5. In order to properly perform the Agreement, the Service Provider also processes on behalf of Administrators the personal data of Client provided by them, which requires conclusion of an Agreement on entrusting the data processing between the Service Provider and the Administrator. Template of the agreement is available at <https://activenow.io/legal/>. The Service Provider acts as the Data Processor which processes personal data in that case on behalf of the Administrator, who is the Data Controller.
- 9.6. The Administrator acknowledges that the Service Provider leads image, marketing and educational activities. The Administrator for this purpose grants the Service Provider a free license to use the logo, logotype and all marking of the Administrator entrepreneur of indefinite period, whereby such license can be cancelled by the Administrator at any time, with effect by the end of the next month, through declaration made in writing or to e-mail address kontakt@activenow.io. The license is established on the following exploitation fields and in this respect also authorises the Service Provider to use dependent works: on all possible exploitation fields, including copying and any modification using digital method and printing method, use of digitalised versions of the work's copy, their reproduction and sharing, in graphics and videos (audio-visual works) in the broadest scope possible. The Service Provider (as licensee) can authorise other persons, including the related entities to use the abovementioned work in the scope of obtained license (Sublicense). The license authorises the Service Provider to use the abovementioned work in any place, including the Internet network. Where the Administrator not authorised to grant the license in the abovementioned scope, he/she is obliged to inform the Service Provider in advance about this fact.

10. Final provisions

- 10.1. In order to create an Account and use the services provided by electronic means, it is necessary to express acceptance towards provisions of these Terms and Conditions.
- 10.2. In matters not governed in these Terms and Conditions, the provisions of generally applicable law will apply, including in particular provisions of the Act of 23 April 1964, the Civil Code (Journal of Laws of 1964, No. 16, item 93 as amended), Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827), Act of 18.07.2002 on provision of services by electronic means (Journal of Laws of 2013, item 1422) and GDPR.

- 10.3. Disputes arising from the agreements concluded according to the Terms and Conditions with the User who is not a Consumer are decided by a common court having jurisdiction over the registered office of the Service Provider.
- 10.4. The Service Provider reserves the right to change the Terms and Conditions. Change of the Terms and Conditions enters into force upon lapse of 14 days from their publication. The Users will be informed about the change of the Terms and Conditions by an information window appearing when logging into the Account and a message sent to the e-mail address provided in the Registration Form 14 days before the changed Terms and Conditions become applicable. The User accepts or refuses acceptance of the changed Terms and Conditions in the abovementioned time. No decision to accept or refuse to accept the changed Terms and Conditions until the day of their validity is tantamount to agreeing to changes to the Terms and Conditions. In case of refusal to accept the changed Terms and Conditions in the above-mentioned time, it is deemed that the User terminates the Agreement at the same time with immediate effect, which results in deleting the Account. In case of termination in the mode defined in the preceding sentences of the Premium Account Agreement, the Service Provider will return to the Administrator part of the amount of the Remuneration paid for the Subscription Period, corresponding to the number of days of the Premium Account Agreement standing that are left in the given Subscription Period. This regulation is used appropriately in case of the Administrator making the payment in advance for more than one Subscription Period or for other period.
- 10.5. The Client has an option to use the extra-legal ways of considering the complaints and dealing with claims. Detailed information regarding options to use the extra-legal ways of considering the complaints and dealing with claims and pursuing claims and rules of access to those procedures by the User are available in registered offices and on websites of poviats (municipal) consumer advocates, social organisations, which statutory tasks include protection of consumers, Voivodship Inspectorates of Trade Inspection and on the website of the Office of Competition and Consumer Protection (www.uokik.gov.pl). Client can use the platform for Online Dispute Resolution available under the address <http://ec.europa.eu/consumers/odr/>.
- 10.6 The Service Provider has the right to assign the rights and obligation binding it to the User, including all legal relationships created pursuant to acceptance of the Terms and Conditions by the User and resulting from the provision of services by the Service Provider to the User. The User is not entitled to assign to the other entity their rights and obligations binding it with the Service Provider, unless the Service Provider agrees to this with prior written consent.
- 10.6 The Terms and Conditions are applicable from 3.11.2017.