

### Information clause

The definitions used in this information clause and capitalised shall have the following meaning:

- 1) **Admin** is a User who is not a Consumer (i.e. a natural person, legal person or an organisational unit without legal personality, that is granted a statutory legal capacity, running a business activity on its own behalf) who possess an Admin Account on the website.
- 2) **Account** is a digital service provided by Service Provider for the benefit of the User in the scope of Website to which the User gains access by means of individual login (e-mail address) and password.
- 2) **Customer** is a User who is a consumer having a User Account on the website.
- 3) **GDPR** is the 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)
- 4) **Website** refers to the website of <https://app.activenow.io>.
- 5) **Agreement** is an agreement concluded by and between the Service Provider and the User for the provision of Services in the scope of the Website.
- 6) **Premium Account Agreement** is an agreement for the provision of the Services in the scope of the Website by means of Admin Account concluded for the period of time specified between the Service Provider and the Admin pursuant to which the Admin obtains an access to all functionalities of the Admin Account during the Subscription Period.
- 7) **Service Provider** is ActiveNow sp. z o. o. with its registered office in Warsaw (03-741) at ul. Białostocka 22 1, KRS [National Court Register]: 0000754602, NIP [Tax Identification Number]: 7010889131, REGON [National Official Business Register]: 381633773
- 7) **User** is the Admin or the Customer, i.e. whenever 'the User' is mentioned in this information clause it refers to the Admin or the Customer.

1. The Data Controller of the personal data collected in the scope of 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](mailto:hello@activenow.io), telephone number: +48 22 602 20 25.

2. The personal data of the User can be processed only in the cases provided for by GDPR pursuant to the following bases:

a) the processing is necessary to perform the agreement the party of which is the User being the data subject or to take actions upon the request of the User being the data subject prior to conclusion of the agreement in order to enable the electronic provision of the services by the Service Provider, conclusion and performance of the Agreement, creation and management of the Account by the User as well as to Account service provision, the use of the Account functionality, exchange of information between the Customer and the Admin as well as the handling of the submitted notifications and complaints by the User, communication between the Service Provider and the User in the cases associated with Service provision,

b) the processing is necessary for the aims associated with the legally justified interests pursued by the Service Provider in order to provide the potential debt collection entitled to the Service Provider from the Admin and conducting court and enforcement proceedings, settlement

negotiations, handling of applications and notifications of the User in the situation when they are not directly associated with the performance of the Agreement.

- c) the processing is necessary to fulfil the legal duty of the Service Provider in order to perform tax, accounting and administrative duties,
  - d) the User being the data subject expressed its consent for the processing of its personal data in order to conduct marketing and promotional activities.
3. The User's consent for the processing of its personal data pursuant to the point 2 letter d above does not determine the possibility of conclusion with the Agreement Service Provider, except for the case pointed out in point 4.
  4. The Admin's consent to perform marketing activities with the use of the name and logo of the Admin as well as granting the licence in this scope is the condition of concluding the Agreement with the Service Provider.
  5. Apart from the Service Provider and its entitled employees, the recipient of the personal data of the Users can be the entities providing for the User the following services: IT, advisory, accounting, postal, transport as well as promotional and marketing (in case of expressing a consent for the conduction of such activities) as well as the entities entitled to get the access to the personal data pursuant to the provisions of law, in particular the relevant tax offices.
  6. Personal data of the Users shall not be transferred to the third country and (outside the EEA) the international organisations.
  7. The personal data of the Users will be kept by the Service Provider in the duration period of the Agreement as well as upon its termination in the scope in which they are necessary to pursue the aims that are referred to in point 2, however not longer than for 8 years since the date of termination of the Agreement. The personal data processed on the basis of the consent for processing that is referred to in 2 letter d cannot be moreover processed longer than until the moment of withdrawing the consent by the User.
  8. The user is entitled to the right of an access to its personal data content as well as the right to the rectification, erasure, restriction of processing, transfer of the data and the right to submit an objection towards the processing.
  9. In the scope of the data processed only on the basis of the consent of the User, the User is entitled to withdraw the consent in any time without effects on the compliance regarding the processing right that was performed on the basis of the consent before its withdrawal.
  10. The user is entitled the right of lodging a complaint with the supervisory body in the scope of personal data protection - President of the Personal Data Protection Office (PUODO) if its states that the processing of the personal data breaches its rights, including GDPR,
  11. The provision by the User the following personal data is the contractual requirement and the condition of concluding the Agreement:
    - a) in case of the Customer:
      - e-mail address
      - login and password to the Account
    - b) in case of the Admin:
      - e-mail address
      - login and password to the Account
      - name of school (name of business activity)
      - telephone number

The person who concludes the Agreement is obliged to provide the aforementioned data. The failure to provide those data will cause the impossibility to provide the Service and pursue the Agreement.

12. The provision of any other personal data by the User is voluntary.
13. The provision of the following personal data by the Admin who concluded the Premium Account Agreement with the Service Provider is the requirement of issuing for its benefit the VAT invoice:
  - full name
  - business name
  - business address
  - NIP no.
14. The personal data made available by the User will not be subject to automated decisions and profiling.
15. The Service Provider states that it undertook necessary measures to protect the personal data of the User, in particular it used technical and organisational measures that enable the protection of the processed personal data relevant for the threats and the categories of the protected data. The Service Provider protected the data against its sharing to the unauthorised persons, taking by the unauthorised person, processing with the breach of the Act as well as the change, loss, damage or destruction.