

FreeQuest Leave Tracking Application

Terms & Conditions

§ 1. General provisions

1. The following Terms & Conditions apply to the **FreeQuest Leave Tracking** application enabling to manage absences of team members ("**Application**"), which is available on Google Play, the AppStore and manage.freequest.pl.
2. The Service Provider and the entity providing the Application and managing it is Applandeo limited liability company with its registered office in Kraków (Miłkowskiego 3/302 st., 30-349 Kraków, Poland), KRS: 0000513618, NIP: 6762477117 ("**Service Provider**"). Contact with the Service Provider is possible through the Customer Service Department at the following e-mail address: support@freequest.pl

§ 2. The rules of using the Application

1. The Application is dedicated to entrepreneurs, and its functionality enables management of absences in the team.
2. In order to use the Application, you must register and create an account ("**Account**") after installing the Application on your mobile device, providing your first name, surname, correct business e-mail address, thus becoming a user of the Application ("**User**"). Installing the Application by a User, who does it for the first time within a given company is tantamount to confirming that the User has the right to conclude a contract and make declarations, on the terms described in the following Terms & Conditions.
3. Depending on the granted rights, the User may have the status of Administrator, Team Leader or Team Member. The Administrator is the person authorized to conclude a contract, choose a package, grant access to the Team Leader and make payments. Team Leader manages the team account. A Team Member is entitled to submit applications to his Team Leader, communicate with the Team Leader and Team Members, as well as manage his own absences. Team Leader can manage absences on behalf of Team Member, with the consent of Team Member or his request.
4. For the sake of security, immediately after creating an Account in the Application, the User receives a message asking for confirmation of the e-mail address within 72 hours. Failure to confirm by the User within the aforementioned period will result in the deactivation of the created Account and the deletion of all related data.
5. Only persons with full legal capacity may create and use an Account in the Application (accounts created with the use of automated methods or scripts are not allowed).
6. One Account may only be used by one User. One User may have more than one Account.

7. The Application consists of software (initial version and each subsequent update) along with resources, enabling the User to manage absences within his Account, intended for smartphones with iOS and Android operating systems.
8. The subject of the contract concluded on the terms described in the following Terms & Conditions is to enable the User to place information in the Application synchronized with the Service Provider's servers ("**Service**") so that the User has access to his Account via Internet from any device supported by the Application and that he / she can share information within the Team.
9. The User is responsible for all activities and content related to his / her Account. The Service Provider is not responsible for any actions of the User or any content posted and used by him/her in connection with the use of the Account and the Application.
10. The Service Provider does not claim any intellectual property rights in relation to the material posted by the User in the Application.
11. The User is responsible for creating a strong password to the Account and keeping it confidential. The Service Provider is not liable for damages due to non-compliance with this safety requirement.
12. The User is responsible for the use of the Application in a lawful manner that does not violate any provisions of any jurisdiction, in particular, the User undertakes to use the Application respecting the prohibition of unlawful data processing, in particular comply with the provisions of art. 8 sec. 3 point 2 lit. b) the act on the provision of electronic services (Act of 18 July 2002 - Journal of Laws No. 144, item 1204, as amended), respect for the rights of third parties, including compliance with the rules for the processing of personal data and copyrights and other intangible property rights, omission of any actions that impede or prevent the use of the Application or otherwise unlawfully affect its functioning.
13. In the event that the Service Provider, at its sole discretion, determines that the Application is being used illegally or the Application is used in violation of these Terms & Conditions, the Service Provider reserves the right to take appropriate actions it deems necessary, including suspending access to the Account. In the event of unlawful use of the Application, the Service Provider does not exclude the legal enforcement of its rights.
14. The Administrator rights has the right to stop using the Application and the Service and to delete the Account. The User may cancel the Account at any time.
15. Verbal, physical, written or any other form of negative behavior towards any User or employee of the Service Provider may lead to the immediate suspension of the Account.

§ 3. Terms of payment for subscription

1. The Service is free of charge up to 9 active Users, regardless of their status, within a given company. Willingness to use the Service for a number of Users exceeding 9 requires payment on the terms described below. Payment will be made exclusively through the website stripe.com.
2. You can purchase a subscription in the app. We or our authorized service providers ("**Payment Service**") will pay via the selected Payment Method ("**Payment Method**").

Any questions regarding payment should be sent to support@freequest.pl. By providing us with information about the Payment Method, the Administrator agrees that we, or through our Payment Service, may periodically charge the appropriate Subscription Fee, including all applicable taxes and handling fees ("Subscription Fee") until the Subscription is successfully canceled by the Administrator. The Administrator can change your payment method by logging into your account and changing the details you provided. If the Payment Method specified by the User expires and the User fails to update his Payment Method or fails to effectively cancel the Subscription before its renewal date, the User authorizes us, either directly or via the Payment Service, to continue billing and will be required to pay any outstanding amounts. If the correct Payment Method is not activated by the due payment date, we may suspend or cancel your Subscription.

3. By purchasing a subscription and providing information about the Payment Method, the User is obliged to pay the Subscription Fee to the Subscription Provider. The Subscription Provider will charge the first Subscription Fee using the Payment Method specified by the User on the day the Subscription Provider confirms the purchase of the Subscription. Then, the Subscription Fee will be charged cyclically by the Subscription Provider using the Payment Method indicated by the User, by the User's specific billing cycle. If the correct Payment Method is not activated or the Subscription Fee is not collected for other reasons attributable to the User (e.g. lack of funds in the bank account, card expiry, card invalidation), after 30 days from the due date all Accounts under given organization will be temporarily blocked. After 60 days from the due date and continued non-payment, the Service Provider will cease to provide the Services and the Subscription will be canceled - this will result in the deletion of all Accounts within a given organization along with the collected data.
4. Payment for the Service is made in advance, on a monthly or annual basis. For card payments and PayPal, billing cycles are regularly renewed for User's convenience. However, by contacting the Service Provider's Customer Service Department (support@freequest.pl), you can immediately opt out of automatic payment renewal.
5. A User with an Administrator status may at any time change the Service payment plan to a higher one in the same or longer settlement period.
6. A User with an Administrator status may lower the payment plan or cancel the Account at any time. If a User downgrades the payment plan, the new plan with fewer members will be activated at the end of the current payment period.
7. Lowering the payment plan of the Account may result in the loss of functions or capacity of the Account. The Service Provider is not responsible for any related losses.
8. If the User is a citizen or entity in the territory of the European Union, he / she makes the payments for the Account in EUR (EUR) or PLN (PLN), depending on the place of residence. The fee given in the price list is increased by the amount of VAT from the User's country of residence. If the User is a legal entity based in a country other than Poland and has a valid VAT identification number registered in the EU, it will not be charged with VAT. If User lives outside the EU, he / she will pay fees based on where you

live in the following currencies: USD (US dollars), RUB (Russian rubles), GBP (British pounds) or JPY (Japanese yen), and these fees do not include VAT.

9. If a User with an Administrator status resigns from the Service before the end of the current payment period, its cancellation will be taken into account immediately and no fee will be charged for the next billing period whereby the Service will remain available until the end of the current payment period.
10. The Service Provider does not return the funds collected from the User's account in the event of unsubscribing or deleting the organization's account before the end of the billing period.

§ 4. Functioning of the Application

1. The Service Provider reserves the right to suspend the Service for any reason, including repair, planned maintenance or upgrades and shall not be liable for any resulting inconvenience to the User or lost profits.
2. The Service Provider reserves the right to make changes in the Service or to discontinue certain aspects or functions of the Service without prior notice and shall not be liable for any consequences of such change.
3. The Service Provider, at its sole discretion, has the right to suspend and Account and deny the present or future use of the Service the User, for any reason, at any time.
4. The User undertakes not to replicate, duplicate, copy, sell, resell or use any part of the Service in a manner other than specified in these Terms & Conditions without a written consent of the Service Provider.

§ 5. Complaints

1. Complaints regarding the Services may be submitted by the User via e-mail to the following address: support@freequest.pl with a precise description of the ensuing problem.
2. Complaints will be considered by the Service Provider immediately, not later than within 30 calendar days from the date of filing the complaint.

§ 6. Exclusion of warranties, limitation of liability

1. The Service Provider's servers are located in a secure environment in Europe and are protected by an alarm system that is monitored 7 days a week, 24 hours a day. We use Amazon servers located in the eu-west-1 Europe (Ireland) region. The additional database backup is stored encrypted on the Amazon infrastructure in the Amazon Simple Storage Service.
2. All files and data on the Service Provider's servers, including those containing personal data, stored and processed as part of the Service, are secured and their backups are stored in a safe place from fire and theft, outside the Service Provider's main servers. Full backups of the Service Provider's servers are made once a day to ensure the security of the User's data at all times.
3. The Service Provider does not guarantee the commercial suitability of the Service, its integrity or suitability for a specific purpose. The Service Provider's Service is made

available to Users in a specific form and functionality that the User accepts by accessing them without any guarantees, express or implied. The User undertakes to use the Service at his / her own risk.

4. The Service Provider is not responsible for delays or failures in the performance of tasks due to force majeure or other events beyond the Service Provider's control. The Service Provider is not responsible for short, temporary and accidental suspension of the Service as a result of circumstances that the Service Provider could not foresee or suspect.
5. The User acknowledges that the Service Provider is not the owner of other networks and IT systems beyond its own network, therefore the Service Provider is not responsible for problems with such networks.
6. The Service Provider shall not be liable in the event of an interruption or disturbance in the use of the Service (including loss, leakage, unlawful interference with the content of data) by the User caused by force majeure (in particular acts of cyberterrorism), equipment failures, power outages, interruptions in communication with the Internet, unauthorized or erroneous interference in the content of the User or third parties, malfunctioning of telecommunications or hosting systems, software installed on the User's computer equipment, failure by the User to comply with these Terms & Conditions.

§ 7. Final provisions

1. The application and all content made available to the User by the Service Provider are subject to legal protection, and their violation by the User results in a liability for damages towards the Service Provider.
2. The Service Provider reserves the right to update and amend these Terms & Conditions and its elements without prior notice. Any new tools that extend or supplement the current Service, including the release of new features, versions, tools and resources are subject to these Terms & Conditions. Continuation of usage of the Service after such changes are posted constitutes consent to such changes.
3. The most current version of these Terms & Conditions is available at any time on the website freequest.pl/terms-of-use
4. Using the Application may entail entrusting the Service Provider with the processing of personal data of Users or other natural persons. The processing entrustment agreement constitutes Appendix no. 1 to these Terms & Conditions.
5. The rules for the processing of personal data in connection with the provision of the Service are regulated by the document entitled "Privacy Policy", available at freequest.pl/privacypolicy.
6. Provision of the Service is governed by Polish law, with the exception of provisions that could indicate the application of legal regulations of another country. These Terms & Conditions are governed by Polish law, and any possible disputes will be settled by common courts in the territory of the Republic of Poland.

Appendix no. 1 to the FreeQuest Leave Tracking Application Terms & Conditions - Agreement for entrusting the processing of personal data

§ 1. Definitions

1. **Processor** - Service Provider as described in the Terms & Conditions.
2. **ADO** - a company that uses the Service Provider's Services, represented by the User having the Administrator status within the meaning of the Terms & Conditions.
3. **Data** - personal data entrusted to the Processor for processing by ADO in connection with the Basic Agreement.
4. **Subsequent Processor** - another Processor used by the Processor in connection with the performance of the Basic Agreement.

5. **Regulations** - the Terms & Conditions, under which the Processor provides the Users of a given company with the possibility of using the Application enabling to manage absences.
6. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC ("GDPR ").
7. **Basic Agreement** - the rules of cooperation of the Parties described in the Terms & Conditions of the FreeQuest Leave Tracking Application.

§ 2. Introductory provisions

1. In connection with the conclusion of the Basic Agreement by the Parties, the Parties conclude a Data Processing Agreement.
2. ADO entrusts the processing of Data for which he acts as the administrator of personal data within the meaning of the GDPR, and the Processor undertakes to process them within the limits specified in the Agreement and generally applicable law.
3. Each processing of Data by the Processor takes place only upon documented ADO instructions, in particular those included in the Basic Agreement, as well as expressed by ordering subsequent services.
4. The data is processed for the purpose of implementing the Basic Agreement and to the extent necessary for its proper performance.
5. This Agreement supersedes all prior agreements, arrangements and understandings in this regard.
6. ADO declares and ensures that it has legal grounds for data processing, and entrusting the Data Processor for processing will not violate the rights and freedoms of these data subjects, as well as the law (in particular the GDPR).
7. The data will be made available to the Processor only for the purpose of implementing the Basic Agreement.
8. ADO will inform the Processor about all actions of the competent public administration bodies related to the processing of Data by ADO.
9. Only persons obliged to properly protect the Data and authorized by the Processor to process the data will have access to the Data, - in accordance with the internal security procedures of the Processor and the provisions of the GDPR, and also obliged to keep the Data secret or subject to a legal obligation to keep such secrecy.
10. The Processor shall take all measures required by applicable law, in particular by art. 32 GDPR, according to which the Processor implements appropriate technical and organizational measures, taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing as well as the risk of violating the rights or freedoms of natural persons with different probability of occurrence and severity of the threat, to ensure a level of security corresponding to this risk.
11. Data processing will take place during the term of the Basic Agreement.
12. By concluding the Agreement, ADO recommends the processing of the Service Provider's Data, as well as any person acting under the authority of the Service Provider who has access to Personal Data, which is a documented instruction within the meaning of art. 28 sec. 3 lit. a) in connection with art. 29 GDPR.

§ 3. Data

1. The Service Provider may process personal data entrusted to it for processing by PDC in order to perform the Agreement and to the extent necessary for this, which includes in particular data sent via the Application. Some categories of this data are defined by the functionalities or fields available in the Application and include, among others names, surnames, e-mail addresses of employees, information about illness, vacation leave, leave on demand, remote work.

In addition, due to the purpose of the Application, other personal data may also be processed (including in connection with the functionality of sending comments), the scope of which is always decided only by the User, and the Service Provider indicates and reserves that these data:

- should be kept to a minimum in accordance with the principle of minimizing the processing of personal data set out in the GDPR, and therefore should, if possible, be selected by the User;
 - their introduction to the Application may not constitute an act that violates the mandatory provisions of law;
 - may be introduced only in accordance with the purpose and functionalities of the Application.
2. The categories of persons whose personal data may be processed as part of the Service and who, therefore, are subject to entrusting their processing to the Service Provider, are defined as follows: employees, contractors, partners, apprentices, ADO associates; other natural persons whose personal data the User enters into the Application.
 3. The processing of the entrusted Data includes the following processing activities: recording, organizing, arranging, storing, downloading, viewing, matching or combining, limiting, deleting or destroying.

§ 4. Support and audits

1. Taking into account the nature of the processing, the Processor will provide ADO support ("**Support**"). As part of the Support, the Processor, as far as possible, will help ADO, through appropriate technical and organizational measures, meet the obligation to respond to the requests of data subjects in the scope of exercising their rights, set out in Chapter III of the GDPR - if in a given case they are imposed on ADO, and will also help ADO fulfill the obligations incumbent on ADO specified in art. 32 - 36 GDPR - taking into account the available information.
2. The Processor is obliged to provide ADO with all products to demonstrate the requirements in art. 28 of the GDPR and enabling ADO or authorization by the ADO of an auditor of audits, including inspections ("**Audit**") and contributing to them.
3. In the event that the orders issued by ADO in relation to the previous paragraph, in the opinion of the Processor, constitute a violation of the provisions of the GDPR or other provisions of EU or Polish law - the Processor will immediately inform the ADO about this.
4. The Processor may refuse to provide ADO with information covered by legally protected secret, including the business secret of the Processor or third parties, as well as information constituting personal data that is not Data, if this information can be replaced with other information (including statements of the Processor), if it is not possible - this information will

be made available to ADO (or to persons designated by it) only at the residence of the Processor, after the prior conclusion by ADO and all persons acting for ADO, the contract presented by the Processor obliging to duly protect this information.

5. Conducting the Audit is possible after the ADO informs the Processor in writing about the intention to carry it out at least thirty days in advance, together with an indication of the list of people involved in the audit on the part of ADO. Moreover, the notification should specify the duration of the Audit and its scope.
6. If the Audit is not directly related to the activities of authorized public administration bodies directed to ADO in connection with data processing or identified and documented violation of Data processing by the Processor - the total duration of the Audits conducted by ADO may not exceed three days in a calendar year.
7. The Audit may be carried out only after the prior conclusion by ADO and all persons acting for ADO, the contract presented by the Processor obliging them to properly protect all information obtained in connection with the Audit.
8. The Audit is carried out during the working hours of the Processor and may not in any way interrupt or adversely affect the current activity of the Processor.
9. Audits are carried out at the expense of ADO. The costs of providing the Support and supervision over the Processor by ADO are borne only by ADO. The costs of support or supervision are in particular the costs incurred by the Processor in connection with the performance of controls, audits or preparation of documents, information or ADO assistance. In the event that the costs referred to in this section have been incurred by the Processor - ADO will immediately return them to the Processor. The hourly rate for servicing the Audit by the Processor is PLN 350 net / hour / person.
10. The processor cooperates with the authorities competent for the protection of personal data in the scope of their tasks.
11. If the provisions of law or this Agreement do not provide for a different deadline - the performance of activities by the Processor in connection with the Agreement, including the provision of all information, will take place immediately, not later than within 30 days of receiving the proper request.

§ 5. Subsequent Processor

1. The Processor may use the services of the Subsequent Processor only with the prior specific consent or general written consent of ADO.
2. The Processor will impose on each Subsequent Processor, in particular through a contract, the same Data protection obligations as under the Agreement, in particular the obligation to implement sufficient guarantees to implement appropriate technical and organizational measures so that the processing meets the requirements of the GDPR.
3. If the Subsequent Processor fails to fulfill its obligations in relation to the Data, the full responsibility towards ADO for the fulfillment of the obligations by the Subsequent Processor rests with the Processor.
4. ADO agrees that the Processor may use the following Subsequent Processors: Amazon Web Services, 38 Avenue John F. Kennedy, L-1855, Luxembourg. Change of the above-mentioned of the entity does not constitute an amendment to the Agreement and the provisions of paragraph 3-4 of this section shall apply accordingly to it.
5. Entrusting the processing of Data to Subsequent Processors not indicated in sec. 4 requires prior notification of this fact to ADO - in order to allow him to object. The objection may be

made no later than seven days prior to entrusting the Data to the Subsequent Processor. Notification of the intention to entrust by the Processor may be made in particular in electronic form.

6. In the absence of objection, it is assumed that ADO has consented to the use of Subsequent Processor.
7. In the event of an objection by ADO, the Processor may not entrust the data to the Subsequent Processor to whom the objection relates. The Processor will be entitled to terminate the Basic Agreement in such a case, with immediate effect, and ADO will not be entitled to any compensation.

§ 6. Data breach

1. The Processor is obliged to notify ADO without undue delay, but not later than within 48 hours from becoming aware, of any occurrence or suspicion of an information security incident related to the Data entrusted to the Processor, in particular constituting a breach of personal data protection.
2. The obligation of the Processor referred to in para. 1 above is not and will not be interpreted as confirmation by the Processor towards data subjects of a breach of personal data protection.

§ 7. Final Provisions

1. The Agreement is terminated upon termination of the Basic Agreement.
2. The Processor, after the completion of the provision of services related to the processing of Data to ADO, in particular in the event of termination of this Agreement or the Basic Agreement, depending on the ADO decision:
 - a) deletes the Data;
 - b) deletes all Data and all existing copies, unless European Union law or Polish generally applicable law require the storage of personal data.
3. In the event of termination of the Basic Agreement, ADO should provide the Processor with the decision referred to in the previous paragraph, no later than on the last day of the Agreement. In the absence of such a decision within this period - it is assumed that the ADO ordered the Processor to delete the Data and all related consequences are borne solely by ADO.
4. In matters not regulated, including amendments to the Agreement, the provisions of the Basic Agreement shall apply.