

Terms of Service of the 'WeCatchUp' Website

I. Definitions

The terms used in the Terms of Service mean:

1. **Terms of Service** - these Terms of Service of the Website.
2. **Website** – the website available at <https://www.wecatchup.com/>.
3. **User** - a natural person, a legal person or an organizational entity that is not a legal person, which provisions of law specifically granted legal capacity, who/which uses the Website.
4. **Website Owner** – RTClab sp. z o.o. [Limited Liability Company] with its registered seat in Gdańsk, Poland (address: 80-266 Gdańsk, Al. Grunwaldzka 212), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ VII Commercial Division of the National Court Register under KRS number 0000613170, with a share capital of PLN 50,000.00.
5. **User Material** – all content, regardless of the content, that is posted on the Website by the Users, in particular in the form of comments.
6. **WeCatchUp Platform** – a separate part of the Website used to provide and use the WeCatchUp Services. The terms of use of the WeCatchUp Platform and the use of the WeCatchUp Services are set out in the WeCatchUp Terms of Service, available at the link <https://static.wecatchup.com/doc/terms-of-service-en.pdf>
7. **Act on the provision of electronic services** - the Act of 18 July 2002 on the provision of electronic services.
8. **Consumer** – a natural person who uses the Website for purposes not directly related to their business or professional activity.
9. **Civil Code** – the Civil Code Act of 23 April 1964.

II. General Provisions

1. These Terms of Service specify the rules of using the Website.
2. The Website is maintained by the Website Owner.
3. The main purpose of maintaining the Website is to enable the Users to view content published in electronic format, post the User Materials and use the WeCatchUp Platform in accordance with the terms specified in the WeCatchUp Terms of Service.
4. These Terms specify in particular:
 - a) basic functionalities of the Website,
 - b) rules for posting the User Materials by the Users,
 - c) complaint procedure,
 - d) principles of personal data protection policy,

- e) rules of amending the Terms.
5. The minimum hardware requirements for using the Website are as follows:
 - a) Computer or other device with access to the Internet.
 - b) Access to e-mail.
 - c) Web browser: Mozilla Firefox version 56.0 or updated with disabled service of JavaScript and cookies; or Google Chrome version 61.0 or updated, Opera version 38, Edge, Safari 11.
 6. The Users may access these Terms of Service at any time via the link on the main page of the Website, download it and make a printout.
 7. The Website Owner makes every effort to ensure that Users can use all the functionalities of the Website in an uninterrupted manner, however, the Website Owner reserves the right to temporarily suspend the functioning of some or all the Website's functionalities in order to carry out its maintenance, updates or repairs.
 8. The Website Owner makes every effort to ensure that all functionalities of the Website work properly. Nevertheless, the Website Owner is not responsible for irregularities in the operation of the Website's functionality. This provision does not limit the rights of the Consumers under applicable law.
 9. The Website Owner may organize competitions, promotions and games for all or some Users independently or jointly with other entities. The terms of such competitions, promotions or games will be specified in separate terms and conditions available on the Website.
 10. All graphic elements, technical solutions and other elements of the Website, in particular HTML and XHTML code, CSS sheets, JavaScript scripts and multimedia links, as well as programs made available through the Website are subject to legal protection in terms of copyright belonging to the Website Owner.
 11. The User has no right to copy or record elements or the whole of the Website in any manner and in any form, except for those elements copying or recording of which are expressly permitted by the Website Owner.
 12. The User acknowledges that the materials published on the Website do not have to be without errors. The Website Owner is not responsible for the consequences of the Users' compliance with the content of materials posted on the Website, nor for their reliability and completeness. This provision does not limit the rights of the Consumers under applicable law. Posting a given material on the Website does not mean that the content contained therein is true or untrue; the Website is not of scientific, but only entertaining nature.
 13. The Website Owner reserves the right to introduce new functionalities to the Website, modify existing functionalities or remove them. Such changes require an amendment to the Terms of Service only to the extent that they change the rights or obligations of the Users or the Website Owner.

III. Basic Rules of Use of the Website

1. The User using the Website is obliged in particular to:

- a) not provide or communicate content prohibited by law,
 - b) not take actions such as sending or placing unsolicited commercial information on the Website,
 - c) use the Website in a manner that does not interfere with its functioning,
 - d) use any content posted on the Website only for own personal use,
 - e) use the Website in a manner consistent with all applicable provisions of law and provisions of the Terms of Service.
2. The Website Owner may enable the Users to post and publish the User Materials in places selected by the Website Owner. The Website Owner may allow posting and publishing the User Materials only by those Users who/which have an individual account on the Website and only after logging in such an account by the User.
3. By sending or posting the User Materials on the Website, the User represents their own views and opinions, taking full responsibility for the published content. The Website Owner is not liable for the User Materials, unless such liability results from the applicable law.
4. It is impermissible to send or post on the Website the User Materials by the User that are unlawful, pornographic, calling to racial, religious, ethnic hatred, promote violence, vulgar and that violate generally applicable moral principles.
5. Each User Material sent or posted on the Website should be the result of the User's personal work or the User should be authorized by persons who have the rights to the given User Materials to use them on the Website, as well as meet the following conditions:
 - a) the content of the User Material shall not violate any provisions of generally applicable law, also taking into consideration that access to the content of the User Material will be available to any other User regardless of age.
 - b) the content of the User Material should be consistent with good customs, including in particular it cannot contain offensive information or curses, and in particular violate the personal rights of a third party,
 - c) the content of the User Material must not infringe copyright or other similar rights, including the right to protect the image of any third party,
 - d) the content of the User Material cannot constitute a direct and intentional advertisement concerning entities other than the Website Owner.
6. The Website Owner reserves the right to remove or block the possibility of sending or posting the User Materials violating these Terms of Service without notifying the User, as well as the right to block participation on the Website in relation to persons violating the provisions of the Terms of Service or the provisions of generally applicable law.
7. When publishing the User Material posted by the User, the Website Owner may publish part of the IP address from which the connection to the Website server was made, and if it is necessary to log in by the User to post the User Material on the indicated social network, the Website Owner may publish the User's data related to the User's account on such a social network (such as, in particular, name and surname and image); the User acknowledges that such data is automatically collected from the User's account data on the social network and the Website Owner is not able to verify, modify or delete it without deleting this particular User Material. When publishing the User Material posted by the User, the Website Owner may or may not publish the User's signature.
8. At the time of sending or posting the User Material on the Website, the User grants the Website Owner a non-exclusive license to use the content of the User Material by broadcasting

it on any pages of the Internet as a whole, as well as all elements contained in the User Material, in whole and in fragments, with and without modifications, without time limits, free of charge and without territorial limitations, together with the right to a paid or free sublicense, on the same terms in order to enable the provision of services via the Website. The license also includes the right to place the User Material in any promotional materials related to the Website, including those issued in print.

9. The Website Owner, acting also through designated moderators, is entitled to any transfer or modification of the Material within the Website, as well as to block or delete the User Material or the entire discussion.
10. The Website Owner reserves the right to charge the User a fee, if the User violates the Terms of Service by posting advertising content or other materials on the Website, as well as for placing an advertisement on the Website on commercial terms.
11. In the event that, in connection with the violation of the provisions of law or the rights of a third party by any User Material sent or posted on the Website, the Website Owner risks being held liable for any reason, the User is obliged to exempt the Website Owner from such liability to the fullest extent permitted by law, and in the event that the Website Owner suffers losses or incurs costs, to compensate such losses or reimburse such costs in full amount.

IV. Complaints

1. Any other complaints related to the use of the Website should be sent to the following address: support@wecatchup.com In the complaint notification, the reason for the complaint should be provided.
2. The Website Owner considers each complaint within 30 calendar days.

V. Personal data

Detailed information on the protection of personal data of the Website Users is specified in the Privacy Policy constituting **Appendix No. 1** to these Terms of Service.

VI. Final provisions

1. In matters not covered by these Terms of Service, the relevant provisions of Polish law shall apply.
2. These Terms of Service are effective from 1.11.2021.
3. The Website Owner may amend the Terms of Service due to important reasons. Amendments may arise from changes in the technological, legal, economic or organizational aspect of conducting the Website Owner's business, as well as changes in the structure or content of the Website or the Website Owner's offer. Any amendments to the Terms of Service will be communicated to the Users on the Website and will take effect from the moment of notifying the Users of amendments, by publishing the new content of the Terms of Service on the Website, with notification of the content of the changes.

Appendix no. 1
Privacy Policy

Privacy Policy

RTCLab sp. z o.o. (hereinafter referred to as the 'Website Owner'), the owner of the website <https://www.wecatchup.com/> (hereinafter referred to as the 'Website') acts with the utmost respect towards its users and ensure the protection of their rights, with particular regard to any data or information stored or read on the terminal equipment.

We have developed this Privacy Policy in order to specify and indicate the principles and mechanisms of data collection and processing.

The Website Owner collects personal data and other various data. Depending on the type of data, it is downloaded at the user's request or automatically.

Dear User, by using this website in any manner you accept the rules specified in this Privacy Policy.

Information Note in the context of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR).

The controller of your personal data is RTCLab sp. z o.o. [Limited Liability Company] with its registered seat in Gdańsk, Poland (address: 80-266 Gdańsk, Al. Grunwaldzka 212), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ VII Commercial Division of the National Court Register under KRS number 0000613170, with a share capital of PLN 50,000.00, with NIP [Tax Identification Number] no: 5842748894.

Personal data will be processed on the basis of the provisions of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 (hereinafter referred to as **GDPR**), as well as other provisions of Polish law.

The data protection supervisor in the Collector's company is available at the correspondence address of RTCLab sp. z o.o., al. Grunwaldzka 212, 80-266 Gdańsk, Poland, as well as at the e-mail dpo@rtclab.com.

The terms written in capital letter below have the meaning given to them by the content of the Terms of Service of the Website to the extent that they are defined therein.

In order to perform the obligations imposed by the GDPR, the Collector hereby provides the following information on the processing of your personal data:

1. Processing of the following categories of your personal data:

- 1) E-mail,
- 2) Password,
- 3) Nickname,
- 4) Name and Surname,
- 5) Telephone number,
- 6) Country, street, city/town, state/voivodeship,
- 7) Name of the company,
- 8) Time zone,
- 9) Time and date format,
- 10) Profile picture,
- 11) Information note,
- 12) IP address,
- 13) History of logging in,
- 14) History of password change,
- 15) History of service package change,
- 16) Settings of external data store,
- 17) Settings of system limits,
- 18) Operating System,
- 19) Name and version of the Browser,
- 20) Device type,
- 21) Date and time of entry and exit to/from the meeting,
- 22) The role of the meeting participant,
- 23) Activity of the Browser's window bookmark,
- 24) Making contact,
- 25) Contact profile,
- 26) Problem with connection,
- 27) Answers to questions,
- 28) Action confirming participation in the meeting and its absence,

- 29) Commencements and completion of the transmission,
- 30) Making contact and its profile,
- 31) Problem with connection,
- 32) Activation of video playing,
- 33) End of video playing,
- 34) Changing playback position,
- 35) End of video playback,
- 36) Activation of a slide show,
- 37) Changing a slide,
- 38) Completion of the slide show,
- 39) Activation of the file browser.

is necessary for the performance of the agreement on the use of the Website in the scope of standard functionalities reserved for the Registered Users concluded between you and the Collector (Article 6 (1) b GDPR) and this data is processed for this purpose.

2. The processing of the following categories of your personal data is necessary to comply with legal obligations (Article 6 (1) c GDPR) imposed on the controller in the area of accounting and taxes.
3. The categories of your personal data specified in points 1 and 2 above will be transferred to other entities for the purposes necessary for their processing in accordance with the purpose of processing declared by the Collector or in accordance with your instructions. The recipients to whom/which we transfer your data are AMAZON WEB SERVICES INC. in the USA in the scope of using the Website in the scope of standard functionalities reserved for the Registered Users and a cooperating accounting company, for accounting and tax purposes.
4. The Collector intends to transfer the categories of your personal data specified in points 1 and 2 above to the United States of America (USA). This country offers appropriate standards for the precautions and protection of your personal data, which was confirmed by the European Commission as part of the so-called Privacy Shield.
5. The Collector will process your personal data referred to:

1) in point 1 above until the execution or termination of the agreement on the provision of the service of using the Website in the scope of standard functionalities reserved for the Registered Users;

2) in point 2 above until the ceasing of tax obligations (6 years from the end of the tax year) or the ceasing of claims against you and yours against the Collector, and related to the agreement on the provision of the service of using the Website in the scope of standard functionalities reserved for the Registered Users.

6. You have the right to request from the Collector an access to personal data related to your person, rectification, deletion or limitation of processing, objection to processing, as well as the right to transfer data.
7. You have the right to lodge a complaint against the Controller or against processing of your personal data to a supervisory authority, in particular in a Member State of the European Union of your habitual residence, your place of work or place of alleged infringement, if you believe that the processing of your personal data violates the provisions of the GDPR. In Poland, this authority is the President of the Office for Personal Data Protection.
8. Providing personal data is voluntary. The consequences of not providing the data specified in points 1 and 2 above focus on the impossibility of performing the agreement on the provision of the service of using the Website in the scope of standard functionalities reserved for the Registered Users.

(more about your rights at the end of this document)

You have the right to object at any time – for reasons related to your particular situation – to the processing of the personal data concerning you based on your consent or on the legitimate interest of the Collector (see information above), including profiling. **In the event of such an objection, the Collector must no longer process your personal data, unless the Collector demonstrates the existence of valid legitimate grounds for processing, overriding your interests, rights and freedoms, or when the Collector demonstrates the existence of grounds for establishing, pursuing or defending claims.**

If your data is processed in accordance with the information above for the purpose of direct marketing, you have the right to object at any time to the processing of your personal data for the purposes of such marketing, including profiling, to the extent that the processing is related to such direct marketing. **In the event of such an objection, the Collector must no longer process your personal data for such purposes.**

Objections specified above can be filed in any manner, in writing, by e-mail or by phone using the Collector's data specified at the beginning of this document.

Your Rights towards CPD (hereinafter referred to as the Collector) as a data subject are as follows:

Right of access to data: Art. 15 GDPR. You have the right to access your data processed by the Collector (the Collector will provide you with a copy of the personal data subject to processing possibly for a fee regulated by the GDPR) and to information regarding: the purpose of processing; the categories of personal data concerned; recipients or categories of recipients of the data to whom the data has been or will be disclosed, including if it is transferred to a non-EU country or to an international organization, protection related to the transfer; where possible, the planned period of storage of personal data and, where that is not possible, the criteria for determining that period; the right to request the Collector to rectify, delete or limit the processing of the personal data and to object to such processing; the right to lodge a complaint with a supervisory authority; if the personal data has not been collected from you - its source; automated decision-making, including profiling and the principles of its making, as well as the meaning and expected consequences of such processing for you.

Right to data rectification: Art. 16 GDPR. You have the right to request the Collector to immediately rectify the personal data concerning you that is incorrect. Considering the purposes of processing, you have the right to request the complement of the incomplete personal data, including by providing an additional statement.

The right to data deletion, the so-called right to be forgotten: Art. 17 GDPR. You have the right to request the Collector to immediately delete your personal data if one of the following circumstances occurs: the personal data is no longer necessary for the purposes for which it was collected or otherwise processed; the data owner has withdrawn the consent on which the processing is based and there is no other legal basis for the processing; you object to the processing and there are no overriding legitimate grounds for processing in matters other than direct marketing; the personal data has been unlawfully processed; the personal data must be deleted in order to comply with a legal obligation provided for in European Union law or the law of the Member State to which the Controller is subject; the personal data has been collected in connection with the provision of information society services. However, the right described above is excluded to the extent that the processing is necessary: to exercise the right to freedom of expression and information; to comply with a legal obligation requiring processing under the European Union law or the law of the Member State to which the Controller is subject, or to perform a task carried out in the public interest or in the exercise of official authority vested in the Controller; for reasons of public interest in the field of public health; for archiving purposes in the public interest, for scientific or historical research purposes or for statistical purposes, insofar as it is likely that the right of the data owner specified

above will prevent or seriously impede the achievement of the purposes of such processing; or to establish, exercise or defend legal claims.

Right to data processing restriction: Art. 18 GDPR. You have the right to request the Collector to limit processing in the following cases: you question the correctness of the personal data – for a period allowing the Collector to check the correctness of this data; the processing is unlawful and you object to the deletion of the personal data by requesting the restriction of its use instead; the Controller no longer needs the personal data for the purposes of the processing, but you need it to establish, exercise or defend claims; the data owner has objected to the processing – until it is determined whether the legitimate grounds on the part of the Collector override the grounds for objection of the person concerned, with the exception of processing for direct marketing purposes. If processing has been restricted, such personal data may be processed, except for storage, only with your consent or for the establishment, exercise or defense of legal claims, or for the protection of the rights of another natural or legal person, or for important reasons of public interest of the European Union or a Member State.

Right to data transfer: Art. 20 GDPR. You have the right to receive in a structured, commonly used and machine-readable format your personal data that the Collector has from you, and you also have the right to send this personal data to another collector without hindrance from the Collector, if: the processing is based on consent or an agreement, and the processing is carried out in an automated manner. You have the right to request that personal data has been sent by the Collector directly to another collector, if it is technically possible.

Right to object to the data processing: Information about these rights has been placed by the Collector in the box under the main information, above.

You can exercise these rights in any manner, including by e-mail to support@wecatchup.com by post to the Collector address indicated at the beginning of this document.

Data collected during registration.

If you want to use some functions on our Website reserved for the Registered Users, you must register (sign up) for this purpose. During registration, we will ask you to provide your personal data, as well as additional data, which may not constitute personal data, but are also covered by this Policy. Providing personal data and giving consent to its processing is not mandatory (it is voluntary), however, it is necessary to conclude and perform an agreement on the use of the functionalities of the Website reserved for the Registered Users.

Personal data will be processed by the Website Owner acting as the collector of personal data for the purpose and in the manner specified above in the information note.

Data collected when you contact us.

When you contact us to perform a given activity (i.e. to file a complaint) via the Website, telephone or e-mail, we will again require of you to provide us with your personal data in order to confirm your identity and the possibility of return contact. The above applies to the same personal data that you, the User, have previously provided to us. Again, providing of this personal data is not mandatory, however, it is necessary in order to perform some activities or obtain the information you require.

Use of data.

The personal data provided by you, the processing of which you have consented to, will be processed only to the extent and for the purpose permitted by this consent or for the purpose permitted by applicable law.

The data collected automatically can be used to analyze user behavior on the website, as well as to collect demographic data about our users.

The data collected during correspondence between you and the Website Owner will be used only to enable us to provide a correct, complete and effective answer to your question.

In the event of a breach of the Terms of Service constituting a violation of the law, as well as in the absence of such a violation, but based on other provisions of law, the Website Owner may, in cases required by law, disclose your data, including the personal data, to the judicial authorities.

Protection of your data.

The Website Owner will protect your personal data in accordance with applicable law. We make every effort to ensure the protection, confidentiality and integrity of the personal data collected through the website. In particular, we take steps to limit access to the personal data collected through the website to the extent necessary to provide services via the website. In addition, we employ staff specially trained in personal data protection issues, which carry out periodic security tests of our data collection systems.

How will we contact you?

If you select the available 'Email Notification' or similar option when using the website, you will receive an email from us.

If, while using the Website, you select the available option 'Text message notification' or similar, you will receive a text message (sms) from us.

If you send us a message while filling up the form, we may contact you by phone, e-mail or fax to answer your questions.

E-mails.

Some functionalities of our Website allow you to send us e-mails. The information sent in this manner will be used only to respond to your message. However, please note that e-mail is not always a secure

way to exchange information. For this reason, we suggest that you do not include sensitive data in your e-mail.

Questionnaires.

The Website Owner may use various online questionnaires to obtain opinions and information from random users of the Website. Filling out the questionnaire is always voluntary.

Questionnaires are anonymous. The Website Owner only collects automatic IP data of the computer from which the questionnaire is sent, however, it does not assign the results to a given IP number.

Special protection of personal data belonging to children.

The priority of the Website Owner is the protection of personal data belonging to children. In any case of downloading personal data of a person under 13 years of age, it is necessary to obtain the consent of a parent or other legal guardian. In any case of further disclosure of personal data of a person under 13 years of age, it is necessary to obtain the consent of the parent or other legal guardian of the child. The parents and legal guardians of the child have access to data concerning a child under the age of 13 and are entitled to decide on the further processing of this data in the same way as in relation to their own personal data.

Partners.

This Privacy Policy does not apply to the websites of entities whose contact details or links are displayed on our website. However, please acknowledge that the Website Owner allows the transfer of data between this website and Archiebot, a partner of LiveWebinar.

The Website uses the YouTube API Services, whose current terms of use (YouTube Terms of Use) are available [here](#). By using the Website, you agree to the content of the current YouTube Terms of Use and agree to abide by YouTube's Terms of Use. By using the Website, you also agree to the content of the current Google Privacy Policy available [here](#). YouTube Terms of Use and Google Privacy Policy may be amended as set for in the terms and conditions of their content.

Amendments to the Privacy Policy.

The Website Owner's offer may be extended over time. Technologies, standards and requirements related to conducting business on the Internet will also change. This means that in the future, the Website Owner may, and sometimes will have to, make changes to the Privacy Policy. After each change, a new version of the Privacy Policy will appear on the website with a full message and will enter into force in a new form on the date of notification of its change by placing it on the Website. Any changes will be duly highlighted during the first 30 days from the date on which the change was made.

If you have any further questions about privacy protection, please contact us via the contact form placed on the Website.