

Terms of Service of WeCatchUp

I. Definitions

Unless otherwise stated in these Terms of Service, capitalized terms shall have the meaning given to them in the Terms of Service for the provision of electronic services on the Website <https://www.wecatchup.com/> available at: <https://static.wecatchup.com/doc/website-regulations-en.pdf>. The other definitions used in these Terms of Service mean the following:

1. **Website** – a website functioning at the address <https://www.wecatchup.com/> within which the WeCatchUp Platform operates.
2. **WeCatchUp Platform** – a separate part of the Website used to provide and use the WeCatchUp Services.
3. **Terms of Service** – these terms and conditions for the provision of the WeCatchUp Services by electronic means within the WeCatchUp Platform.
4. **Terms of Service of the Website** – regulations for the provision of services via the Website, available at: <https://static.wecatchup.com/doc/terms-of-service-en.pdf>.
5. **WeCatchUp Services** – means a set of services provided electronically via the Website, consisting, in particular, in the possibility of conducting the Events and/or other services specified in the Order.
6. **Event** – an event organized on-line via the WeCatchUp Platform, in accordance with these Terms of Service.
7. **Event Content** – means all materials transmitted during the Event or stored on the WeCatchUp Platform in connection with the Event, regardless of the form, except for materials to which the rights belong to the Website Owner.
8. **WeCatchUp Account** – means a separate part of the WeCatchUp Platform to which the User receives an access through registration and to which the User can log in using an individual password and login.
9. **Account Profile** – means the set of information about the WeCatchUp Account and the User, providing of which is necessary in order to use the WeCatchUp Services.
10. **Organization** – the category created by the User as part of the Account Profile, which identifies the Event Host and within which the Event is created and managed. Up to 10 Organizations can be created within one WeCatchUp Account.
11. **Event Host** – means the User with the WeCatchUp Account and the Account Profile who is responsible for conducting the Event.
12. **Event Organizer** – means the Event Host or another User to whom the Event Host has granted permission to manage the Event.

13. **Event Participant** – means the User participating in the Event on the terms and conditions specified by the Event Host or the Organizer and by the Website Owner, who has accepted the Terms of Service of the Website and these Terms of Service of WeCatchUp.
14. **Order** – means an order related to the Services placed through the WeCatchUp Platform, which is the basis for a binding WeCatchUp Services Agreement concluded between the User and the Website Owner with the content specified in the Order and these Terms of Service. The Order in particular specifies the Subscription Plan.
15. **WeCatchUp Services Agreement** – means the agreement concluded between the Website Owner and the User for access to the Services specified in the Order and effective during the Subscription Period.
16. **Subscription Plan** – means the scope of access to the WeCatchUp Services specified in the Order. Subscription Plans are specified in the content of the Website.
17. **Limit of Participants** – means the limit of the Event Participants within the Subscription Plan applicable to the Event Host and the Organizer.
18. **Subscription Period** – means the period for which the WeCatchUp Services Agreement has been concluded and during which the Participant gains access to the WeCatchUp Services specified in the Order.
19. **Subscription Fee** – means the remuneration due to the Website Owner for the use of the WeCatchUp Services.
20. **Ticket** – means an electronic proof entitling to participate in the Event.
21. **Website Owner's Commission** – means the percentage remuneration due to the Website Owner, regardless of the Subscription Fee, for the sale of the Tickets.
22. **WeCatchUp Account Balance** – specified in the currency belonging to a given WeCatchUp Account, the balance of receivables for the provision of Services between the User and the Website Owner.. The funds on the WeCatchUp Account Balance are not exchangeable for any other goods or services and are not exchangeable for any funds nor paid to the User.

II. General Provisions

1. These Terms of Service specify the rules for the use of WeCatchUp Services available through the Website.
2. In all matters not covered by these Terms of Service, the Terms of Service of the Website apply.
3. The minimum hardware requirements enabling the use of the Event's services are specified in the Terms of Service of the Website as the minimum requirements for using the Website.

III. Creating the WeCatchUp Account

1. The WeCatchUp Services Agreement may only be concluded by the User who has the WeCatchUp Account and the properly completed the Account Profile.
2. Creating the WeCatchUp Account is free of charge. In order to create the WeCatchUp Account, the User should click on the proper button on the WeCatchUp Platform and fill in the registration form by entering all the data marked as required. Account activation requires clicking on the activation link sent to the e-mail address provided by the User during registration.
3. To create the WeCatchUp Account, it is necessary to accept the provisions of the Terms of Service of the Website and these Terms of Service.
4. The Website Owner may deprive the User of the right to use the WeCatchUp Account, as well as may limit their access to part or all of the WeCatchUp Services in the event of a breach of the Terms of Service of the Website or the Terms of Service by the User, and in particular when the User:
 - a) provided data that is untrue, inaccurate or outdated, misleading or violates the rights of third parties, during the registration of the WeCatchUp Account.
 - b) has violated the personal rights of third parties through the WeCatchUp Platform, in particular the personal rights of other Users.
 - c) committed other behaviors inconsistent with applicable law, good customs or principles of social coexistence or harming the good name of the Website Owner, its employees, co-workers or contractors.
5. A person who has been deprived of the right to use the WeCatchUp Account may not re-register without the prior consent of the Website Owner.
6. When using the WeCatchUp Platform, the User is obliged in particular to:
 - a) not provide or transmit content prohibited by law,
 - b) not take actions such as sending or posting unsolicited commercial information on the WeCatchUp Platform,
 - c) use the WeCatchUp Platform in a manner that does not interfere with its functioning,
 - d) respect the Website Owner's intellectual property rights to elements of the WeCatchUp Platform and the WeCatchUp Services, in particular not to use these elements for purposes other than the use of the WeCatchUp Platform in accordance with these Terms of Service, including not copying, decompiling or reverse engineering any elements of the WeCatchUp Platform,
 - e) use the WeCatchUp Platform in a manner consistent with all applicable laws and the Terms of Service of the Website and the WeCatchUp Terms of Service.
7. By registering the WeCatchUp Account, as well as using the WeCatchUp Platform in any other manner, the User accepts these Terms of Service, and in particular its contractual provisions governing the relationship between the User and the Website Owner and undertakes to comply with the law when using the WeCatchUp Platform, in particular to comply with copyright and rights resulting from the registration of inventions, patents,

trademarks, utility and industrial models of other persons, as well as to respect the personal rights of third parties and the Website Owner and respect good customs.

8. The agreement for the use of the WeCatchUp Account with the User is concluded by registering the WeCatchUp Account.
9. The agreement for the use of the Website is concluded with the User for an indefinite period until the User or the Website Owner deregisters the WeCatchUp Account. In order to deregister the WeCatchUp Account by the User, the User should use the special functionality of the WeCatchUp Account. Deregistering the WeCatchUp Account will make the use of the WeCatchUp Services impossible.
10. The Registered Users are notified of amendments to the Terms of Service also by e-mail and have 14 days from the date of notification to terminate the agreement for the use of the WeCatchUp Account by deletion of the Account or termination within the period specified in the Terms of Service, if they do not agree to the changes.
11. The User of the WeCatchUp Account is obliged to protect his/her individual login and password. The Website Owner is not responsible for access to the WeCatchUp Account by unauthorized persons, unless such unauthorized access results from the fault of the Website Owner.
12. The User of the WeCatchUp Account may not transfer his/her rights to the WeCatchUp Account either for a fee or free of charge to a third party, unless they have obtained the express consent of the Website Owner.

IV. WeCatchUp Services Agreements

1. In order to conclude the WeCatchUp Service Agreement, the User should:
 - a) log in to the WeCatchUp Account,
 - b) complete the Account Profile, in particular information related to the Organization,
 - c) choose the Subscription Plan from among those available on the WeCatchUp Platform, and then place the Order guided by the displayed messages,
 - d) pay the Subscription Fee in accordance with the provided payment methods.
2. The WeCatchUp Services Agreement is concluded for a period equal to the Subscription Period, subject to the following provisions of the Terms of Service.
3. Provided that the Subscription Fee has been paid, the User will be granted access to the WeCatchUp Services specified in the Order in the Subscription Period. The User may not transfer the rights or obligations of the WeCatchUp Services Agreement to third parties unless obtains the prior, express consent of the Website Owner to do so.
4. The User may extend their Limit of Participants within their Subscription Plan through the User's WeCatchUp Account. The condition for making the extended Limit of Participants available is to pay a fee in this respect in accordance with the price list specified on the Website. The User may use the extended Limit of Participants within a period of 12 months from the date of its purchase, no longer than until the end of the Subscription Period.

5. The WeCatchUp Services Agreement automatically renews at the end of each Subscription Period, unless:
 - a) either Party has waived the renewal of the Subscription Period at least 30 days before the end of the Subscription Period,
 - b) the User has negative WeCatchUp Account Balance.
6. In the case referred to in paragraph 5(b) above, the Website Owner may make a maximum of three attempts to contact the User in order to replenish the funds in the WeCatchUp Account Balance before the end of the provision of the WeCatchUp Service.
7. In the event of automatic renewal of the Subscription Period, the User is obliged to pay the Subscription Fee in the amount corresponding to the given Subscription Plan in accordance with the price list in force on the date of renewal of the Subscription Period. The Website Owner is entitled to any changes in the applicable price list. The price list does not form part of these Terms of Service.
8. Either Party may terminate the WeCatchUp Services Agreement during the Subscription Period if the other Party materially violates the Terms of Service of the Website or these WeCatchUp Terms of Service.
9. The User is only entitled to a refund of unused funds in the WeCatchUp Account Balance if:
 - a) the termination of the WeCatchUp Services Agreement occurred as a result of the Website Owner's submission of a statement of resignation from the renewal of the Subscription Period after 30 days before the end of the Subscription Period, or
 - b) the termination of the WeCatchUp Services Agreement before the end of the Subscription Period occurred as a result of circumstances for which the Website Owner is responsible (in particular as a result of the Website Owner's decision to terminate the provision of the WeCatchUp Services).

Any further claims of the Users in connection with the expiration or termination of the WeCatchUp Services Agreement are excluded, unless this is not possible due to applicable law. The Users using the WeCatchUp Services as consumers within the meaning of the Polish Civil Code have rights to compensation on general terms, regardless of the restrictions specified above.
10. The Website Owner may authorize the User to a free trial period of using the WeCatchUp Services specified by the Website Owner. A given User may use such a trial period only once, unless he obtains a separate consent of the Website Owner.

V. Payments

1. Any required payments related to the use of the Platform or WeCatchUp Services may only be made through the payment methods specified on the WeCatchUp Platform as available. By paying any fee, the User authorizes the Website Owner to charge the credit card of the User or other payment mechanism approved by the Website Owner for any amounts due, including applicable taxes due to any applicable tax jurisdiction, fees, duties

or similar charges ('Taxes') immediately when they are due without prior notice. The User must always provide valid and up-to-date information regarding the payment by credit card or other payment mechanism approved by the Website Owner.

2. Subject to the provisions of subpara. 3 below, any payment required in connection to the use of the Platform or WecatchUp Services shall debit the due amount from the WeCatchUp Account Balance. WeCacthUp Account Balance status is settled daily. In the event of a negative WeCacthUp Account Balance, the Website Owner charges the User with the amount equivalent to the negative Balance in accordance with the selected payment method, to which the User agrees. In the event that such a charge is ineffective (e.g. in the absence of funds on the credit card, etc.), the Website Owner will make two consecutive attempts to collect the funds on two consecutive days. In the event that these two attempts prove to be ineffective, the Website Owner will be entitled to suspend the use of all or selected WeCatchUp Services by a given User until the due amount is effectively paid.
3. For selected Services or Website functionalities, the Website Owner may provide for pre-paid payment. In this case, the use of a specific Service or Website functionality requires payment in accordance with the Website Owner's price list via the payment methods indicated on the WeCatchUp Platform as available.
4. The User may sell the Tickets for a fee only if this is provided for in the Subscription Plan applicable to the User.
5. In the event of a paid sale of the Tickets in connection with the use of the WeCatchUp Services, the User must use one of the methods of collecting the price for the Tickets made available by the Website Owner on the WeCatchUp Platform in order to collect fees from the Participants. The use of a given payment method is subject to the terms and conditions of the respective payment provider and may require accepting these terms and conditions and creating a separate account with the payment operator, as well as incur an additional fee by the User (or the Participant). The Website Owner is not a payment operator and does not provide financial intermediation services. The Website Owner is not responsible for the services provided by payment operators and is not a party to the agreement for services provided by the payment operator.
6. The User is solely responsible for the proper calculation and settlement of all taxes related to the sale of the Tickets and other goods or services by the User in connection with the use of the WeCatchUp Services and in connection with the use of the provided payment methods. The Website Owner does not provide legal or tax advice in this respect. If any tax authority, of any jurisdiction, requests the Website Owner to pay any Taxes related to sales that the User makes using the WeCatchUp Platform, the User agrees to immediately and fully reimburse the Website Owner for such Taxes and all costs, penalties, interest and expenses related to it. The User agrees that the amounts due may be deducted from their WeCatchUp Account Balance, and the Website Owner may or may not exercise this right.
7. For each Ticket or other goods or services sold by the User in connection with the use of the WeCatchUp Services, the Website Owner is entitled to the Website Owner's

Commission. The amount of the Website Owner's Commission results from the Subscription Plan applicable to the User. The commission is automatically deducted from the WeCatchUp Account Balance to which the User irrevocably agrees.

8. The funds in the WeCatchUp Account Balance cannot be exchanged for cash and are not subject to withdrawal.

VI. Use of WeCatchUp Services

1. The maximum Number of Participants of a given Event depends on the Subscription Plan of the Event Host and the possible extension of the Number of Participants made in accordance with these Terms of Service.
2. The condition for participation in the Event is:
 - a) the Participant has the WeCatchUp Account,
 - b) registration for the Event through the WeCatchUp Account,
 - c) having the proper Ticket, if it is required by the Event Host or the Organizer, whereby a given Ticket may entitle to participate in whole or part of the Event,
 - d) meeting additional requirements introduced for a given Event by the Event Host or the Organizer.
3. Each registration of the Participant in the Event reduces the permissible Number of the Participants of the Event Host. In the event of exceeding the permissible Number of Participants, depending on the type of Subscription Plan: 1) further registration of the Event Participants is blocked or 2) an additional fee is charged by the Website Owner according to the price list in force at the time of exceeding the Number of Participants. Such a fee is charged to the the WeCatchUp Account Balance. The price list is not part of these WeCatchUp Terms of Service and may be changed at any time by the Website Owner.
4. The Event Host and the Organizer are responsible for the course of the Event. The Website Owner provides only the WeCatchUp Platform for the purpose of conducting the Event but has no influence on the content of the Event or the conditions for its implementation. The Event Owner is not a party to the agreement between the Event Host or the Organizer and the Participant of a given Event.
5. The Event Host is responsible for the content of the Event Content. In particular, the Event Host is responsible for ensuring that the content of the Event Content (regardless of who delivers it) does not violate applicable law or the rights of third parties. If a claim is made against the Event Host or proceedings are initiated in connection with a violation of applicable law or the rights of third parties, the Event Host is obliged to exempt the Website Owner from such liability to the fullest extent possible and to cover any damages, costs or fees related to such an event, including the costs of legal assistance.
6. The Event Host is fully liable for the actions and omissions of the Participants during the Event. The Website Owner is not responsible for the actions or omissions of the Event Participants when using the WeCatchUp Platform. The Event Host is solely responsible for, in particular: obtaining consents to participate in the Event, providing information notes

related to the processing of Participants' personal data by the Event Host or the Organizer, obtaining marketing consents from the Participants, collecting payments from the Participants, considering Participants' complaints, issues of payment refund etc.

7. The Event Host should remove from the Event any Participant who violates the provisions of these Terms of Service or applicable law.
8. The Website Owner may introduce new functionalities, modify existing functionalities or delete existing functionalities of the WeCatchUp Platform, which does not constitute a change to these WeCatchUp Terms of Service. The Website Owner makes every effort to inform the Users about significant changes in advance.
9. The Website Owner has the right to suspend access to the WeCatchUp Services if, in the reasonable opinion of the Website Owner, the Event Host, the Organizer or the Participant violates these Terms of Service. Such suspension shall continue until such doubts have been resolved.
10. The Event Host and the Organizer should cooperate closely with the Website Owner in clarifying any doubts regarding the organization and course of the Event. The Website Owner has the right to suspend access to the Services in the event of failure of the Event Host or the Organizer to comply with these obligations.
11. No rights or obligations related to the use of the Services may be transferred to third parties without the prior, express consent of the Website Owner. In particular, the Event Host may not transfer the rights to use its WeCatchUp Account to third parties for a fee or free of charge.

VII. Right of Withdrawal for the Consumer

1. The rules specified below apply to the agreement for the creation of the WeCatchUp Account concluded with the Participant who is the Consumer.
2. The User, who is the Consumer, is entitled to withdraw from a distance contract within 14 days from the date of its conclusion using the form constituting Appendix no. 2 to the Act on Consumer Rights. In order to meet the deadlines, it is sufficient to send a declaration of intent before that date. The form constituting an appendix to the above-mentioned Act, supplemented with the addressee's data, constitutes an appendix to these Terms of Service. The Consumer is not entitled to withdraw from the contract in respect of the following contracts:
 - a. contracts for services, if the Website Owner has fully performed the service based on the express consent given by the Consumer, who was informed before the beginning of the provision of the service that after the performance of the service by the Owner, they lose their right to withdraw,
 - b. for supply of newspapers, periodicals and magazines, excluding the subscription contract,

- c. for supply of digital content that is not preserved on a tangible medium, if the performance of the contract begins, based on the consumer's express consent, before the expiry of the withdrawal period and after informing them by the Owner about the loss of the right of withdrawal,
 - d. in other cases, specified in applicable law.
 3. Depending on the type of contract concluded by the Consumer with the Website Owner, the Website Owner may, considering the nature of the goods and services offered to the consumer:
 - a. require the Consumer to agree to start providing services before the deadline for withdrawal from a given distance contract.
 - b. require the Consumer to agree to provide services fully before the deadline for withdrawal from a given distance contract.
 - c. require the Consumer to agree to provide services in the form of delivery of digital content not saved on a tangible medium before the deadline for withdrawal from a given distance contract.

VIII. Complaints

Any other complaints regarding the Events should be sent to the address: support@wecatchup.com The complaint should contain the reason for the complaint.

The Website Owner is obliged to consider each complaint within 14 calendar days.

IX. Personal data

1. The personal data of the Users (including the Participants) are processed by the Website Owner on the terms specified in the Terms of Service of the Website.
2. The Event Host is an independent collector of the personal data of the Event Participants, which the Event Host processes in connection with its organization and conduct. The Event Host, as the collector of the Participants' personal data, entrusts the processing of this personal data to the Website Owner to the extent that it is necessary for the use of the WeCatchUp Services and the WeCatchUp Platform. Detailed rules for entrusting personal data of the Participants are included in Appendix No. 2 to these Terms of Service.

X. Liability of the Website Owner

1. The liability of the Website Owner, its agents, employees (regardless of the basis of employment), entities affiliated with the Website Owner and subcontractors is limited to the value of the Subscription Fee. In particular, the liability of the Website Owner, its agents, employees (regardless of the basis of employment), entities affiliated with the Website Owner and subcontractors for indirect damage and lost profits is excluded.
2. The limitation of liability referred to in point 1 above shall not apply to cases in which the damage was caused intentionally.

3. The limitation of liability referred to in point 1 above does not apply to matters in which the claim is made by the Consumer and the limitation of liability is excluded under applicable law.

XI. Final Provisions

1. In the case of the Users who are not the Consumers, the competent court for any disputes arising in connection with the use of the Website is the court competent for the registered seat of the Website Owner.
2. In any matters not covered by these WeCatchUp Terms of Service, the Polish laws apply.
3. The Website Owner may change the Event Terms of Service for important reasons. These changes may be dictated by changes in technological, legal, economic and organizational activities undertaken by the Website Owner, as well as in connection with changes in the structure or content of the Website or in the offer of the Website Owner. The User will be notified of any changes to the Terms of Service on the Website, and these changes enter into force on the date of notifying the Users of changes, including by publishing the Terms of Service in a new version on the Website, along with information about the content of the Terms of Service and the changes.
4. The provisions of Polish law shall apply to these Terms of Service.

Appendixes:

1. Template of the withdrawal from the contract.
2. Principles of entrusting the processing of the personal data.

Appendix no. 1

CONTENT OF THE CONSUMER'S STATEMENT OF WITHDRAWAL FROM THE CONTRACT

-I/We(*) hereby inform about my/our withdrawal from the contract for the sale of the following items(*) of the contract for the delivery of the following items(*) of the contract for specific work consisting in the performance of the following items(*)/for the provision of the following service(*).

- Date of conclusion of the contract(*)/receipt(*)

- Name and surname of the Consumer(s)

- Address of the Consumer(s)

- Transfer details, bank account number

I/We undertake to sign any invoice correction and send it back to the address RTCLab sp. z o.o., al. Grunwaldzka 212, 80-266 Gdańsk.

- Date and signature

* - delete where not applicable

Appendix no. 2

PRINCIPLES OF ENTRUSTING THE PROCESSING OF THE PERSONAL DATA

In connection with the conclusion of the WeCatchUp Services Agreement, the Event Host as the collector of the personal data of the Event Participants (hereinafter referred to as the '**Collector**') entrusts the Website Owner (hereinafter referred to as the '**Processor**') with the processing of the personal data of the Event Participants to the extent necessary to provide the WeCatchUp Services in accordance with the following conditions:

§1

1. The Collector declares that they are the collector of the personal data of the Event Participants, which consists of among others the data in the scope specified in **Appendix no. 1** below (hereinafter referred to as the '**Personal Data**').
2. In connection with the provision of the WeCatchUp Services, the Controller will share the Personal Data with the Processor in order to provide the established services (hereinafter referred to as the '**Cooperation**'). The implementation of the Cooperation by the Processor may require the processing of the Personal Data administered by the Collector.
3. On the basis of this agreement, the Collector entrusts the Processor with the processing of the Personal Data within the meaning of 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, hereinafter referred to as GDPR), to the extent specified in **Appendix no. 1** and strictly and exclusively for the purpose of the execution of the Cooperation.
4. The Processor declares that the Processor knows and implements the provisions of the GDPR, as well as provides sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the GDPR and protects the rights of persons to whom the data is related.
5. The Processor is authorized to carry out the processing operations of the Personal Data specified in the **Appendix no. 2** to this Agreement.
6. The Collector grants the Processor a general written consent to further entrust data to entities providing services to the Processor, as part of the Cooperation.
7. If the Processor uses the services of another processor to perform specific processing activities on behalf of the Controller, the same data protection obligations are imposed on that other processor as in this agreement, in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the GDPR.
8. The Processor ensures the Collector the effective exercise of the Collector's rights under this Agreement, the provisions of the GDPR, other provisions of EU law, the law of the Member State to which the Processor or this entity is subject and the Polish law, in relation to the processor used by the Processor, as well as effective enforcement of obligations arising from the above-mentioned sources of law and the agreement.

§2

1. The Processor undertakes and ensures that the Processor will not process the Personal Data for purposes and scope other than those provided for in this agreement, subject to point 4.1. below and that the Processor will delete the Personal Data immediately after the end of the need for its processing.
2. The Processor undertakes to process the Personal Data, as well as to provide assistance in the performance, and to perform as such, of all obligations related to the Collector, in accordance with generally applicable laws in the field of personal data protection, in particular the provisions of the GDPR.
3. In particular, the Processor has the following obligations and adopts to the following principles:
 - 1) the Processor processes the Personal Data only on the documented instructions of the Collector – which also applies to the transfer of the Personal Data to a third country or an international organization – unless such an obligation is imposed on the Processor by EU law or the law of the Member State to which PP is subject; in this case, at least 7 days before the start of such processing, the Processor informs the Collector in writing about this legal obligation, provided that this law does not prohibit the provision of such information due to an important public interest.
 - 2) the Processor ensures that persons authorized to process the Personal Data have committed themselves to secrecy or that they are subject to an appropriate statutory obligation of secrecy.
 - 3) the Processor takes all measures required under Articles 30, 32, 35 and 36 of the GDPR, informing the Collector of the results on an ongoing basis, whereby the result of the analysis referred to in Articles 32, 35 and 36 of the GDPR will be communicated to the Collector for the first time before the start of the processing of the Personal Data.
 - 4) the Processor, taking into account the nature of the processing, ensures the Collector, through appropriate technical and organizational measures, to comply with the obligation to respond to the requests of the person to whom the data is related, in the scope of exercising their rights set out in Chapter III of the GDPR.
 - 5) the Processor, taking into account the nature of the processing and the information available to the Processor, ensures that the Controller complies with the obligations set out in Articles 30-36 of the GDPR.
 - 6) the Processor provides the Collector with all requests and other communications from the person to whom the Personal Data is related within 48 hours from the moment of their receipt, electronically to the Collector's e-mail address.
 - 7) the Processor after the termination or expiration of this Agreement, as well as earlier at each request of the Collector, ceases to process the Personal Data and, depending on the Collector's decision, deletes or returns to the Collector all Personal Data and deletes all existing copies thereof, unless EU law, the law of the Member State to which the Processor is subject, or the

Polish law requires the storage of the Personal Data;

- 8) the Processor provides the Collector with all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and enables the Collector or an auditor authorized by the Collector to carry out audits, including inspections, at any time and without warning, and contributes to their implementation in an effective manner.

In connection with the obligation set out in the paragraph above, the Processor immediately informs the Collector if, in the Processor's opinion, the instructions issued to the Processor constitutes a violation of the provisions of the GDPR or other EU regulations, the law of the Member State to which the Processor is subject or Polish law, on the protection of personal data.

4. PP is also obliged to:

- 1) perform the instructions of the Collector related to the scope, purposes and means of processing of the Personal Data.
- 2) apply technical and organizational measures which ensure full protection of the processed Personal Data, and in particular should protect the data against its disclosure to unauthorized persons, taking away by an unauthorized person, damage or destruction.
- 3) allow the processing of the Personal Data, to operate the IT system and devices included in it, used for data processing, only persons authorized to process the Personal Data issued by the Processor.

§3

1. The Processor undertakes to remedy the deficiencies found during checks, audits and inspections within the period indicated by the Collector not longer than 7 days from the date of such indication.
2. The Processor makes available to the Collector, at its own expense, all information necessary to demonstrate compliance with the obligations imposed by law on the Collectors, within the deadlines enabling the Collector to fulfill such obligations.

§4

This Agreement was concluded for the duration of the Cooperation and expires with the termination or expiry of the Cooperation. In any case, this Agreement shall be valid no longer than until the date on which the purpose of processing described in §1.3 above is achieved.

§5

The Agreement enters into force on the date of its signing by the Parties, with effect from the date of commencement of the processing of the Personal Data by the Processor.

Appendixes:

Appendix no. 1 – Scope of the Personal Data.

Appendix no. 2 – Processing Operations for the Personal Data.

Appendix no. 1 to the contract for entrusting the processing of personal data

SCOPE OF PERSONAL DATA

- 1) name and surname,
- 2) e-mail address,
- 3) image,
- 4) other personal data provided by the Participant during the Event.

Appendix no. 2 to the contract for entrusting the processing of personal data

PROCESSING OPERATIONS FOR PERSONAL DATA

- 1) Storage,
- 2) Processing to provide the WeCatchUp Services,
- 3) Deleting.