

Soteam Application Terms of Service

§ 1 Definitions

1. **Application** - the Soteam web application is run by the Service Provider, under which the Service Provider provides the Service to the Customer electronically.
2. **Module** - part of an application containing functionality applying to a single area.
3. **Price list** - a price list is available on the Website specifying the fees for using the Application, or an offer presented by the Service Provider to the Customer on the basis of which the Customer signed a Service agreement with the Service Provider.
4. **Account** - space allocated to a given User in the Service Provider's electronic system (the Application), thanks to which Users, identified by a unique name, may use all functions available in the Application for a given type of User.
5. **Terms of Service** - this document, constituting the regulations for the provision of electronic services is available on the Website.
6. **Website** - an Internet service provided by the Service Provider, available at the address: <https://so.team>, upon which the Application operates.
7. **Parties** - a collective description of the Service Provider and the Customer.
8. **Service** - a service provided by the Service Provider to the Customer in accordance with the Terms of Service, consisting of an Application enabling the Users to use Modules in the Application, as described in detail on the Website.
9. **Customer** - an entity which is not a consumer (within the meaning of Directive 2011/83/EU of the European Parliament and the Council on consumer rights), using the Application and being a party to the agreement for the provision of the Service.
10. **Service Provider** - Adam Zakrzewski, conducting business activity under the business name Adam Zakrzewski Qlpage Creative Studio, ul. Dzieci Warszawy 11h/10, 02-495 Warsaw, entered into the Central Register and Information on Business Activity by the minister in charge of economy, holding tax identification number NIP 6030007091, REGON 200297703, e-mail: adam@so.team, being the provider of the Application.
11. **Users** - a collective definition of the Customer and End-users.
12. **End-user** - a person belonging to the Customer's team or organization, using the Account made available to him/her by the Customer.

§ 2 General information

1. The content of this Terms of Service is available on the Website and may be recorded by the User in any way.
2. By registering in the Application, the Customer confirms that he/she has read and accepts the Terms and Service.
3. The Customer is obliged to inform the End-users of the rules concerning the use of the Application which are applicable to all activities undertaken by them within the Application, in particular with regards to the prohibition of providing illegal content.

4. The Customer is responsible for the actions of the End-users as for their own actions.
5. The User should use the Application in compliance with the rules of social coexistence and in accordance with the law. The provision of unlawful content by Users is prohibited.
6. Copying and distributing the content of the Website, including the Application, without the Service Provider's consent is prohibited. Most of the content on the Website constitutes works and is subject to copyright protection. This prohibition does not apply to the User's actions in relation to the content posted by the User.
7. The Customer can not give information about the Application acquired during the use of the Application, in particular regarding the function and manner of its operation, to any entity competing with the Service Provider's activities.

§ 3 Use of the Application

1. The Application can only be accessed online via a web browser that supports JavaScript, cookies and local storage, therefore it is necessary for the User to have a web browser device with Internet access and an e-mail address.
2. Unless otherwise agreed by the Parties, in order to use the Application, the Customer must register, i.e. create an Account in the Application, by completing an appropriate registration form on the Website.
3. The data provided by the Customer during and after the registration process should be accurate and up to date.
4. In the case of entering into an agreement for the provision of Services through the Website, the acceptance of this agreement takes place at the moment of creating an account and accepting the Terms of Service.
5. In order to enable End-users to use the Application, the Customer should grant them access to their Accounts using the relevant function in the Application.

§ 4 Application functions

1. The Application may consist primarily of the following functions:
 - a) for the Customer:
 - the possibility to manage End-user Accounts;
 - the possibility to manage company settings;
 - the possibility to manage roles and privileges;
 - the possibility to activate and deactivate access to Modules
 - b) for End-users:
 - the possibility to manage their own profile according to roles and privileges;
 - view other Users' profiles;
 - manage data in Modules according to roles and privileges;
2. In the case of any errors, questions or problems related to the use of the Application, the Customer may address an inquiry to the Service Provider at the following address: contact@so.team.

§ 5 Payments

1. The use of the Application during the trial period is free of charge. The duration of the trial period is indicated on the Website.
2. At the end of the trial period, a fee will be charged for access to the Service in accordance with the Price list and the method of billing selected by the Customer.
3. The fees will depend on the number of active Accounts of End-users and Customers with access to Modules in a given billing period.
4. The amount of the fee for the new End-user Account for the month in which this user was added shall be calculated starting from the month in which the End-user Account was active.
5. If the Customer does not pay the invoice on time, access to all Accounts covered by the payment may be blocked until they are paid for, subject to point 6 of this article.
6. The Service Provider has the right to terminate the Service agreement with immediate effect if the Customer's arrears in payments exceed 30 days.

§ 6 Claims

1. Claims concerning the Service or Application should be reported to the Service Provider at the following e-mail address: contact@so.team.
2. The Service Provider shall respond to the claim within 14 days from the receipt of the claim.

§ 7 Personal data

1. The controller of the Customer's personal data during the use of the Application is the Service Provider.
2. The controller of personal data of persons other than the Customer, provided by the Customer while using the Application, is the Customer. The processing of data concerning persons other than the Customer by the Service Provider takes place on the basis of the data processing entrustment agreement, which is attached as Annex 1 to the Terms of Service.
3. The Customer undertakes not to enter data when using the Service (Application):
 - a) disclosing racial or ethnic origin,
 - b) disclosing political opinions, religious or philosophical beliefs,
 - c) disclosing trade union membership,
 - d) genetic,
 - e) biometric,
 - f) concerning the health, sexuality or sexual orientation of the person.
4. Personal data of the Customer shall be processed mainly on the basis of a Service agreement and for the purpose of its implementation, in accordance with General Data Protection Regulation (GDPR). Detailed information on the processing of data by the Service Provider can be found in the privacy policy published on the Website.

§ 8 Termination of Service Agreement

1. The Customer may terminate the Service agreement at any time during the trial period by sending a request for deletion of the Account to the following address: contact@so.team.
2. In the case of using the Application after the trial period (or if the Customer uses the Application without the trial period), the Customer may terminate the Service contract no later than 7 days before the end of the monthly billing period.
3. The Customer should send a notice of termination of the Service agreement to the following address: contact@so.team.
4. If the Customer does not terminate the Service agreement, the agreement will be automatically extended for another billing period.
5. Termination of the agreement shall be equivalent to the deletion of the Customer's Account and all End-users' Accounts.

§ 9 Change of the Terms of Service

1. The Service Provider reserves the right to change the Terms of Service.
2. The notice of the planned changes to the Terms of Service will be placed in the Application at least 14 days before the changes come into force and will remain visible at least until the first launch of the Application by the Customer after the notice is placed.
3. If the Customer does not object to the planned changes following the display of the message referred to in point 2, it shall be deemed to be accepted by them.
4. If the Customer does not accept the planned changes, the Customer should inform the Service Provider before the changes are implemented at the following address: contact@so.team, which is equivalent to termination of the Service agreement. As a general rule, the Customer is not entitled to any refund, unless the Parties agree otherwise.

§ 10 Final clauses

1. The Service Provider communicates with Users in English or Polish, depending on the User's choice.
2. The applicable law in matters related to the Terms of Service (including the Service provided) is Polish law.
3. The Service Provider shall be liable only for damage caused to the Customer intentionally. Any other liability of the Service Provider towards the Customer (including lost profits) is excluded.
4. In matters not regulated in the Terms of Service, generally applicable provisions of Polish law shall apply.
5. In the case of any disputes between the Service Provider and the Customer, the competent court will be the court competent for the place of operation of the Service Provider.

PERSONAL DATA PROCESSING ENTRUSTMENT AGREEMENT (hereinafter referred to as “the Agreement”)

concluded between the Customer (as defined in the Soteam Application Terms of Service) hereinafter referred to as the “**Controller**”,

and

the Service Provider (as defined in the Soteam Application Terms of Service) hereinafter referred to as the “**Processor**”,

as follows:

§ 1 General rules

1. This Agreement is concluded in connection with the Service agreement (the “**Main Agreement**”) conclusion based on the Soteam Application Terms of Service.
2. On the basis of the Agreement, i.e. on the terms and within the scope indicated therein, the Controller entrusts the Processor to process personal data (hereinafter referred to as “**Data**”) of End-users (as defined in the Soteam Application Terms of Service), and the Processor undertakes to process the Data within the limits specified in the Agreement and the generally applicable laws.
3. The Processor processes the Data exclusively on the Controller’s documented order, in particular those contained in the Main Agreement, as well as services or functions ordered in the future.

§ 2 Statements of the parties

1. The Controller declares that it has the status of controller of personal data within the meaning of General Data Protection Regulation (“GDPR”) 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.
2. The Controller declares that it has proper grounds for processing the Data, and entrusting the Data to the Processor will not violate the rights of third parties.
3. The Processor ensures that persons authorized by the Processor to process the Data will be obliged to keep them secret or will be subject to an appropriate statutory obligation to keep them secret.

4. The Processor ensures that he takes all measures required by applicable law, in particular article 32 GDPR, according to which the Processor implements appropriate technical and organizational measures, taking into account the cost of implementation and the nature, scope, context and purposes of the processing and the risk of infringement of the rights or freedoms of persons with different probability of occurrence and seriousness of the risk, in order to ensure a degree of security appropriate to that risk.

§ 3 The scope of processing

1. Processing of Data by the Processor shall take place exclusively for the purpose of implementing the Main Agreement.
2. On the basis of the Agreement, the Processor will process so-called ordinary data, i.e. not subject to additional regulations, such as name, surname, image or position.
3. The Controller undertakes not to provide data:
 - a) disclosing racial or ethnic origin,
 - b) disclosing political opinions, religious or philosophical beliefs,
 - c) disclosing trade union membership,
 - d) genetic,
 - e) biometric,
 - f) concerning the health, sexuality or sexual orientation of the person.

§ 4 The manner in which the agreement is to be performed

1. When processing Data, the Processor undertakes to implement all measures required by applicable laws (including those of the GDPR), including appropriate technical and organizational measures to ensure a level of security of processing of personal data corresponding to the risk of infringement of the rights and freedoms of persons with different probability of occurrence and seriousness of the risk. When implementing appropriate measures, the processor shall take into account the cost of implementation and the nature, scope, context and purposes of the processing and the risks referred to in the previous sentence.
2. Taking into account the nature of the processing, the Processor shall as far as possible assist the Controller, through appropriate technical and organizational measures, in fulfilling the obligation to respond to the person's requests with respect to rights set in chapter III of the GDPR - if, in a given case, they are the responsibility of the Controller.
3. Taking into account the nature of the processing and the information available to him/her, the Processor shall assist the Controller in fulfilling the obligations set in articles 32-36 of the GDPR if, in a given case, they are the responsibility of the Controller.
4. The Processor may use the services of another processor (hereinafter referred to as the "**Subsequent Processor**"), only with the prior detailed or general written consent

of the Controller. In the case of general written consent, the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other Subsequent Processors, thus giving the Controller the opportunity to object to such changes.

5. The Controller consents to the processing of Data entrusted to the Processor on the basis of an Agreement to the following Subsequent Processor:
 - Google LLC (hosting provider)
6. In the agreement with the Subsequent Processor, the Processor shall oblige the Subsequent Processor to comply with the same data protection obligations as those imposed on the Processor in the Agreement. These obligations will include in particular the provision of sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing complies with the requirements of the GDPR.
7. If the Subsequent Processor fails to comply with the data protection obligations, the full responsibility towards the Controller for compliance with the obligations of this Subsequent Processor rests with the Processor.
8. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set in article 28 of the GDPR and shall enable and contribute to the Administrator or an auditor authorized by the Administrator to conduct audits, including inspections, where such obligations are incumbent upon the Administrator.
9. In connection with the obligation specified in article 8, the Processor shall immediately inform the Controller if, in its opinion, the instructions given to the Processor constitutes a breach of the GDPR or other provisions of European Union law or generally applicable provisions of Polish law concerning data protection.

§ 5 Duration of the agreement

1. The Agreement shall be terminated upon termination of the Main Agreement.
2. Data processing shall take place during the term of the Agreement.
3. Upon termination of the Agreement, the Processor shall delete or return to the Controller (depending on the Controller's decision) all personal data and delete all existing copies, unless European Union law or Polish law requires the storage of personal data.
4. In matters not regulated in the Agreement, the generally applicable provisions of Polish or European law, as well as the provisions of the Main Agreement shall apply.