

TERMS OF SERVICE

I. ABOUT US

The owner of the Earnity System is Earnity Innovations Limited Liability Company based in Warsaw (address: al. Jana Pawła II 43A/37B 01-001 Warsaw), registered in the National Court Register kept by the District Court for the capital city of Warsaw, XII Economic Division of the National Court Register under the NCR number: 0001101800; share capital: PLN 5,000.00, TIN: 5273109661, NOBR: 528447502, email address: office@earnity.pl.

II. DEFINITIONS

Definitions used in these Terms of Service mean:

- a) **SUBSCRIPTION** - a fee for providing the CRM System to the Administrator, the amount and period of which are determined in the Earnity Service Agreement. The subscription is paid by the Administrator to the Service Provider.
- b) **ADMINISTRATOR** - a party who has concluded an Earnity Service Agreement with the Service Provider, which may be:
 - (1) a natural person with full legal capacity;
 - (2) a legal person;
 - (3) an organizational unit without legal personality, which the law grants legal capacity, conducting business activity.
- c) **USER DEVICE** - an electronic device through which the User accesses the Application;
- d) **CRM SYSTEM, CRM** - a paid online service provided to the Administrator through a Login and Password, access to which is regulated by entering into an Agreement with the Service Provider.
- e) **CONTENT** - marketing activity consisting of material in graphic, video, or written form.
- f) **SYSTEM, EARNITY SYSTEM** - an environment combining the Application and the CRM System enabling communication between the Administrator and the User and sharing and sending Content between them.
- g) **APPLICATION** - a free mobile application enabling communication with the CRM System, including receiving and sending Content.
- h) **FUNCTIONALITY** - a set of features of the Earnity System provided to a specific Administrator and invited Users by them, within the scope specified in the Earnity Service Agreement.
- i) **INTERNAL NETWORK** - a set of Users added and assigned to the Administrator and their Content in the CRM.
- j) **EXTERNAL NETWORK** - an additional package/module allowing Administrators to invite other Users outside their own Internal Network.
- k) **COLLABORATION, COOPERATION, USER SHARING** - a situation in which a User, due to the lack of an exclusive agreement with the Administrator, wants and can use other Content not belonging to or associated with the Administrator's Account or belong to their group of Users.
- l) **PASSWORD** - a sequence of characters enabling the unambiguous authentication of the User and verification of their identity to guarantee authorized access to the Application or CRM.
- m) **CIVIL CODE** - the Act of April 23, 1964, Civil Code.
- n) **ADMINISTRATOR'S ACCOUNT** - an electronic account allowing access of a specific Administrator to the CRM. The electronic account is marked with an individual Login and

Password and constitutes a set of resources and functionalities available in the Earnity System, where:

- (1) Content and data provided by a given Administrator and invited Users, as well as
- (2) information about actions in the Application, are stored.
- o) **USER ACCOUNT** - an electronic account in the Application enabling communication and access to the Content of a specific Administrator in the CRM. The User Account is marked with an individual Password.
- p) **LOGIN** - an individual email address enabling logging into the Application by Users and into the CRM by Administrators.
- q) **NOTIFICATIONS** - an electronic distribution service provided by the Service Provider via email or Application.
- r) **COPYRIGHT** - the Act of February 4, 1994, on copyright and related rights.
- s) **TERMS OF SERVICE** - these terms of use of the Application and CRM.
- t) **EARNITY SERVICE AGREEMENT, AGREEMENT** - an agreement concluded between the Service Provider and the Administrator, based on which the Service Provider provides the Administrator with access to the CRM.
- u) **ELECTRONIC SERVICE, SERVICE** - a service provided electronically by the Service Provider to the Administrator through the CRM, in accordance with the Terms of Service.
- v) **SERVICE PROVIDER** - EARNITY INNOVATIONS Limited Liability Company, i.e., the entity described in Part I of the Terms of Service.
- w) **CONSUMER RIGHTS ACT, ACT** - the Act of May 30, 2014, on consumer rights.
- x) **USER** - an online creator and collaborator of the Administrator, who uses the Application after receiving an invitation from the Administrator to the email address provided by them.
- y) **VERSIONS** - specified versions of the Application, differing from each other in individual Functionalities.
- z) **ORDER** - an Earnity Service Agreement concluded in the form of an individually completed and signed form by the Administrator, acceptance of which by the Service Provider is confirmed by the signature of the Service Provider.
- aa) **GDPR** - 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).

III. GENERAL TERMS OF USE OF THE EARNITY SYSTEM

1. The User may use the Earnity System from the following areas:

- a) Application - free access after familiarization with and acceptance of the terms and conditions.
 - b) Content - available and visible in the Application from the Administrator who sent an invitation to join and who entered into an Earnity service agreement.
 - c) Notifications - free access, requiring the User's consent to receive Notifications.
- The technical requirements necessary for cooperation with the System:
- d) having a computer with one of the currently available web browsers supporting the latest web technologies (such as HTML5, CSS3, or JavaScript)
 - e) access to email;
 - f) It is preferred to have a browser version no more than 2 versions lower (in terms of the main version in the versioning scheme of the software) than the currently published one. For example, when using the Mozilla Firefox browser, assuming that version 125 is

currently released, it is preferred to use a browser version of at least 123. The browser must also support SSL and TLS encryption technologies to ensure communication security;

g) To work with the Service, a screen resolution of at least 1366 pixels horizontally and 768 pixels vertically is required. However, a resolution of at least 1440 pixels horizontally and 900 pixels vertically is recommended. ;

h) enabling the option to save Cookies and support JavaScript in the web browser.

2. The above requirements may change, of which each User will be notified in advance.

3. The Service Provider also reserves the right to interruptions in access to the Service due to the need to implement necessary changes to the Service and carry out any maintenance work, however, undertakes to inform the Administrator by email about any planned interruptions in access to the Service longer than 30 minutes).

The User is obliged to use the Application:

a) in a manner consistent with its purpose, legal regulations, good practices, and the Terms of Service

b) respecting personal rights, personal data, and copyright

and intellectual property of the Service Provider, other Users, and third parties,

c) in a manner not disrupting the functioning of the Application, in particular by using the required software and devices specified in the Terms of Service,

d) on their own behalf, taking into account the prohibition on sharing their User Account with third parties,

e) not providing Content of an illegal nature, conflicting with generally accepted social norms, or contrary to good manners.

In the event of a User's breach of any of the above obligations, the Service Provider is entitled to block the User's Account until the breaches cease or the state before the breaches is restored.

4. The User is obliged to immediately notify the Administrator or the Service Provider of any infringement of their rights within the Application, as well as any noticed violations of the Terms of Service.

5. The rules for using the Application are included in these Terms of Service..

6. The use of Notifications is free of charge and possible after prior consent by the User.

7. The User has the possibility to resign from Notifications or their data and account at any time without giving a reason by sending a relevant request to the Service Provider via email to: office@earnity.pl or in writing to the address: Earnity Innovations Limited Liability Company, al. Jana Pawła II 43A/37B 01-001 Warsaw

IV. Earnity System – GENERAL PRINCIPLES

1. The Earnity System is an innovative marketing platform for managing influencer campaigns and marketing content, aimed at the following groups of Administrators: entrepreneurs and their collaborators.

2. In the Application, the following sections are distinguished:

a) Tab of scheduled campaigns

b) Implementation tab

3. The tab of scheduled campaigns allows Users to check the exact tasks and schedules of all campaigns sent by the Administrator, which are planned and will take place in the future. This element contains a clock with a countdown indicating to the User the time of action, a description of the actions, a brief, and a

link to the product that needs to be published on the selected social media account.

4. The implementation tab is a place where the User sees exactly the same campaigns as in the scheduled campaigns tab that are to be executed at the moment. There is a description, details of a specific task, and a place to put specific tasks required by the Administrator.
5. The use of the Application is free, but access to the Content of a specific Administrator is possible only after meeting the following conditions:
 - a) conclusion by the Service Provider and the Administrator of an agreement to use Earnity,
 - b) payment by the Administrator of the Subscription and Implementation Fee, if provided for in the Agreement,
 - c) Confirmation by the User of the Terms of Service by clicking on the appropriate button in the Application, which indicates familiarity with the Terms of Service.
 - d) creation of an Administrator Account,
 - e) providing necessary data by the User during login to create an account and profile.
6. The Earnity service agreement is concluded outside the Earnity System and specifies, among other things:
 - a) detailed conditions for using Earnity, including the amount of the Subscription and the method of payment by the Administrator,
 - b) the number of Users with access to Content in the Application,
 - c) the period of using the Crm.
7. The Earnity service agreement is generally concluded in the form of an individually completed and signed form - Order by the Administrator, the acceptance of which by the Service Provider is confirmed by the signature of the Service Provider. The agreement can be concluded in the form of a document or by means of distance communication, including the use of an electronic signature verified with a qualified certificate. The agreement is concluded for a specified period indicated in it or for an indefinite period. The parties may terminate the agreement with observance of the termination period provided therein. The Service Provider may also terminate the Agreement with the Administrator with immediate effect, without observing the notice period, in the following cases:
 - a) the Administrator delays payment of the Subscription fee to the Service Provider for a period of at least 60 days - after an unsuccessful written demand for payment within 7 days;
 - b) the Administrator breaches the terms of the Agreement or the Terms of Service - after an unsuccessful written demand to cease or remove the breaches within 7 days.
 - c) In the event of a breach by the Service Provider of the provisions of the Agreement or the Terms of Service, the Administrator is entitled to terminate the Agreement with immediate effect, without observing the notice period, after prior written notice to the Service Provider to cease the breaches and setting an additional 7-day deadline for this purpose.
8. The Administrator's Account is created by the Service Provider. The Administrator is its moderator.
9. The Administrator's access to the Crm may be temporarily restricted or suspended (blocked) in the event of a breach of the provisions of the Earnity service agreement or the Terms of Service by the Administrator, in particular in the event of delay in payment of the Subscription fee or the Implementation Fee.

V. CONDITIONS OF INVITING AND REMOVING USER ACCOUNTS

1. One of the functionalities of the Crm System is the ability to add Users to an existing Internal Network in order for them to access specific Content published by the Administrator in the Application. Both active and inactive Users, i.e., those who do not yet have an account in the Application, will receive an invitation by email asking them to join specific Content published by the Administrator in the Application.
2. During the registration process in the Application, personal data of Users is collected - the details in this regard have been described in the Service Provider's Privacy Policy, available at this address: <https://assets.earnity.pl/privacy-policy.pdf>
3. The User's Account enables the User to use the Application in accordance with the Terms of Service.
4. Registration of the User's Account is possible only after meeting the conditions for using the Application specified in the above Terms of Service. This is done by providing the email address indicated by the Administrator.

VI. TERMINATION OF APPLICATION USAGE

- a) The User may cease using the Application under the conditions specified below.
- b) The User has the right to stop using the Application at any time by independently uninstalling the Application from the User's Device.
- c) The User may choose to delete their profile by sending a relevant request to the Service Provider via email at: office@earnity.pl or in writing to the address: Earnity Innovations spółka z ograniczoną odpowiedzialnością, al. Jana Pawła II 43A/37B 01-001 Warszawa.
- d) Familiarization with the regulations and their confirmation by the User, as mentioned in section IV point 3. above, is done by clicking the appropriate button. In case the User does not express consent, as mentioned in the first sentence above, using the Application will not be possible.
- e) The Service Provider may suspend, in whole or in part, the provision of services to the User or revoke access to the Application with immediate effect if the User:
 - significantly violates the provisions of the Terms of Service or applicable laws.
 - provides during login or changes in the Application false information that may affect the proper execution of the Agreement between the Service Provider and the Administrator.

VII. CONTACT WITH THE SERVICE PROVIDER

The current form of communication between the Service Provider and the Administrators is:

- a) email (e-mail: office@earnity.pl) and
- b) traditional mail (Earnity Innovations limited liability company, al. Jana Pawła II 43A/37B 01-001 Warsaw),
 1. through which the Administrator and the User can exchange information with the Service Provider regarding the use of the Earnity System and Application.
 2. Regarding personal data, Users can contact the Service Provider at the following email address: office@earnity.pl. Details have been specified in the Privacy Policy of the Service Provider available here: <https://assets.earnity.pl/privacy-policy.pdf>

VIII. COMPLAINTS REGARDING THE APPLICATION

1. Complaints related to the Application can be submitted by the User in the following ways:

a) via email (e-mail) to the address: office@earnity.pl or
b) in writing to the address: Earnity Innovations limited liability company, al. Jana Pawła II 43A/37B 01-001 Warsaw.

2. The Service Provider recommends providing the following in the complaint description:

a) information and circumstances regarding the subject of the complaint, especially the type and date of occurrence of irregularities;

b) claim;

c) contact details of the complainant,

- this will facilitate and expedite the handling of the complaint by the Service Provider. The requirements given in the preceding sentence are only recommendations and do not affect the effectiveness of a complaint submitted without the recommended complaint description.

3. The Service Provider will respond to the complaint promptly, no later than within 14 calendar days from the date of its submission. Information about the resolution of the complaint will be provided to the email address of the User submitting the complaint, unless a different email address is provided in the complaint description.

4. Current technical issues related to the operation of the Application can also be reported by Users to the Service Provider via email at office@earnity.pl - such reports are not considered complaints and are resolved as soon as possible, or the User is informed of the expected resolution time.

5. The Consumer User has the option of using out-of-court dispute resolution and claiming rights - the rules and procedures for using such option are available at the offices and websites of district (city) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following internet addresses of the Office of Competition and Consumer Protection:

<https://uokik.gov.pl/pomoc-dla-konsumentow> and

<https://uokik.gov.pl/kontakt-inspekcja-handlowa>.

6. The Consumer may obtain free assistance in resolving disputes by also using the free assistance of the district (city) consumer ombudsman or social organization whose statutory tasks include consumer protection (including the Consumer Federation, Polish Consumer Association).

7. The platform for online dispute resolution between consumers and entrepreneurs at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a comprehensive service point for consumers and entrepreneurs seeking an out-of-court resolution of a dispute regarding contractual obligations arising from online sales or service contracts.

IX. COPYRIGHT

1. Copyrights and intellectual property rights to the Earnity System and the Application as a whole and their individual elements, including content, graphics, works, designs, and signs available within them, belong to the Service Provider or other authorized third parties and are protected by copyright law and other applicable laws. The protection granted to the Earnity System and the Application includes all forms of their expression.

2. The Crm and Application should be treated like any other work subject to copyright protection. The User does not have the right to copy the Earnity System, including the Application and Crm, except in cases permitted by the binding law. The User also undertakes not to modify, adapt, translate, decode, decompile, disassemble, or otherwise attempt to ascertain the source code of the Crm or Application, except in cases permitted by the binding law.
3. Trademarks of the Service Provider and third parties should be used in accordance with applicable law.
4. Users using the Application do not receive any copyright to the Application, with the reservation that Users are granted only - under the conditions specified in the Terms of Service and the Earnity Service Agreement - a paid, non-transferable, and non-exclusive license entitling them to use the Earnity System in a manner consistent with its purpose, the Terms of Service, the Earnity Service Agreement, and in accordance with the law and good manners, while respecting personal rights, personal data, copyright, and intellectual property rights of the Service Provider, other Users, and third parties, in the fields of exploitation, display, and use in accordance with the above principles. The Service Provider confirms that it is entitled to dispose of the Crm and the Application and the rights to them to the extent necessary to perform the provisions of this Regulation and the Earnity Service Agreement, including granting Users licenses on the above conditions, and that the use by Users of the Crm and the Application in accordance with this Regulation does not infringe any rights of third parties.
5. The license is granted to the Administrator and its employees/co-workers who are Users from the moment the Administrator pays the Subscription fee for a specified period - in accordance with the Earnity Service Agreement, no later than the expiry date of the Agreement.
6. Remuneration for granting the User a license, to the extent specified in the Regulations, is covered by remuneration paid under the Subscription.

X. LIABILITY

1. The Administrator bears exclusive responsibility for the content published in the Application (or generated in any other way in the Application), in the Crm by themselves or by persons they employ, as well as for the content placed. The Service Provider is not liable for such actions or omissions.
2. The Service Provider is liable to the User who is not a Consumer, regardless of its legal basis, up to the amount of 1,000.00 (one thousand) PLN.
3. The Service Provider is not liable to the User who is not a Consumer for damages and non-performance of obligations resulting from force majeure or any other reasons beyond the Service Provider's control.

XI. FINAL PROVISIONS

1. These Regulations and issues arising from the use of the Earnity System, including the Application, are subject to Polish law. Any disputes with the Service Provider arising from this will be settled by the court having jurisdiction over the Service Provider's registered office.
2. The Service Provider reserves the right to make changes to the Regulations, which will be communicated to Users via email. The amended Regulations are binding:
 - a) for the Administrator, if they have been properly notified of the changes and have not terminated the Agreement within 14 calendar days from the date of notification,

3. b) for the User who is not the Administrator - if they have been properly notified of the changes and have not reported the resignation from using the Application within 14 calendar days from the date of notification.
4. The Regulations are the regulations referred to in Article 8 of the Act of 18 July 2002 on the provision of electronic services.
5. The Regulations are provided to Users free of charge via the Earnity System in a form allowing for downloading, recording, and printing.

Date of the last update of the Regulations: **February 2024.**

Thank you for your careful reading!

If you have any questions, we are always at your disposal - please contact us.