

PLATFORM TERMS AND CONDITIONS

Welcome to our Platform available here crowdwise.bio. We designed it to connect Users who wish to submit their health data to enable the development of Research conducted by a Researcher of their choice.

These terms and conditions ("Terms and Conditions") define the terms and conditions for the use of the [crowdwise.bio] platform ("Platform") by its users ("User," "you," "you," "your"), as well as the conditions under which the Users grant us the Authorisation, and the basic rules of the User-Researcher relation.

The administrator of the Platform and the provider of electronic services rendered on the Platform is [CrowdWise Inc] ("we," "us," "our").

Before creating an Account on the Platform, you are obliged first to become acquainted with these Terms and Conditions as well as the Privacy Policy at crowdwise.bio/privacy-policy and to accept the terms and conditions prescribed by them. If you do not accept the above mentioned documents or do not agree with the terms of the processing of your personal data as prescribed in the Privacy Policy, you may not use the Platform, grant us the Authorisation, or join the Research.

Other terms used in the Terms and Conditions have the following meanings:

Account	a service provided by us by electronic means; an individually assigned, modifiable part of the Platform; through the Account, you can manage your participation in the Research as as part of the Research Contract and the Authorisation and, as a Researcher, you can also manage information about the conducted Research;
Agreement	an agreement whose subject matter covers the provision of services by electronic means by the Service Provider to the Users through the Platform
Authorisations	the power of attorney, letter of authorization, or equivalent granted to us by the User, as a separate document, authorising us to take the actions indicated therein, in particular to exercise on behalf of the User the right to obtain a copy of his/her personal data processed by third parties, as referred to in Article 15(3) of the GDPR
Commercialisation	the process of bringing the effects or output of research to the market as part of the services provided by the Researcher or an affiliate of the Researcher or sold products, from which percentage of revenue determined in accordance with Terms and Conditions may be due to Users who have concluded the Research Contracts
Content	Any information and materials published by the Users on the Platform, including in particular the Accounts, visible within the Platform;
Database	a structured collection of information (including personal data) of the Users, containing, among other things, their health data obtained on the basis of the Authorisations granted to us; fragments of the Database may be made available to the Researchers on the terms prescribed in the Terms and Conditions;

GDPR	EU Regulation 2016/679 (General Data Protection Regulation)
Maintenance Break	a break in access to the Platform or its functionalities related to the necessity to carry out update, maintenance, or modernisation works that prevents or hinders the use of the Platform or its functionalities, including access to the Account
Privacy Policy	a document describing the terms of the processing of personal data within the Platform, including the data collected in the Database and made available to Researchers upon the User's consent in connection with the conclusion of the Research Contract
Research	scientific research carried out by the Researcher, related to human health or related topics; in order to conduct the research, the Researcher needs Users' health data
Research Contract	an agreement concluded between the User and the Researcher, the subject matter of which is to establish the terms and conditions of the collaboration, which comprises, in particular: i) enabling the Researcher to use the User's health data; ii) if the Commercialisation of the Research is successful, the User's share in the revenue, if such a share in the revenue was proposed by the Researcher in the conditions of the Research published on the Platform;
Researcher	a category of User who conducts Research and communicates it through the Platform; the Researcher may gain access to information about a given User on the terms prescribed in the Terms and Conditions and the Research Contract, once it has been concluded with that User
Services	services provided by us by electronic means through the Platform
Terms and Conditions	terms and conditions of the provision of services by electronic means through the Platform;
User	a natural person with full capacity to perform acts in law who concludes the Agreement with us

1. PRELIMINARY PROVISIONS

- 1.1. You are not allowed to provide any Content of an unlawful nature and use the Platform in a manner that hinders or prevents its proper operation.
- 1.2. Detailed rules on the use of the functionalities of the Platform and individual Services are stated on the Platform under relevant tabs.
- 1.3. The Platform is intended for the Users who express their willingness to grant the Authorisation and, consequently, to enter their personal data in the Database.
- 1.4. We have designated an electronic point of contact related to the Platform for direct communication with member state authorities, the Commission, and the European Board for Digital Services: legal@crowdwise.bio. You can use the same point of contact to communicate directly and quickly with us. You can communicate with us in Polish or English.

2. PLATFORM

- 2.1. In order to use the Platform, you have to meet the following minimum technical requirements: (a) a device with Internet connection enabling the correct display of the

Platform interface, (b) an installed, latest version of either Internet browser: Edge, FireFox, Opera, Chrome, Safari, (c) active JavaScript and Cookie support (subject to the relevant provisions of the Privacy Policy), (d) an active e-mail account. The recommended minimum screen resolution is 1024x768 pixels.

- 2.2. We reserve all rights to the Platform that are not granted to you in an express manner under the Agreement. Under the Agreement, you are in particular not allowed to use the intellectual property belonging to us for a fraudulent purpose or to our disadvantage. The Services provided within the Platform as well as their components, including the design and any markings, are protected by the copyright or other rights related to intellectual property, such as trade marks, industrial designs, or trade secrets, belonging to us. You may not reproduce, disseminate, or publish such elements, as a whole or in parts, without our consent determined by the Platform functionalities. It is, in particular, not allowed to: (a) reproduce, disseminate, lend, dispose of, and otherwise redistribute, directly or indirectly, whether against charge or free of charge, any elements of the Platform otherwise than through us as the Service Provider, (b) modify, reverse engineer, or otherwise interfere in the software of the Platform, (c) use and develop the intellectual property belonging to us for the purpose of creating own products and services, (d) use the intellectual property belonging to us for an unlawful purpose or to our detriment. Any behaviour that meets either of the foregoing prerequisites will be treated as a default of the Agreement.
 - 2.3. When using the Platform, you can not: (a) undertake any actions that may hinder or impede the operation of the Platform, (b) cause the use of the Platform to be onerous to others, (c) undertake any actions to the disadvantage of us, other Users, or other third persons, (d) act in violation of the Terms and Conditions, (e) use the Platform to send spam or otherwise disseminate unsolicited or unauthorised advertising materials, or disseminate the so-called chain letters, (f) publish or upload any illegal content to the Platform.
 - 2.4. Violation of the Terms and Conditions may result in one of the following responses: (a) sending a warning addressed to the relevant User, (b) blocking access to the Account, (c) deleting the Account, and thus terminating the Agreement with immediate effect, (d) preventing the User from establishing an Account again.
 - 2.5. If within the Agreement term, we improve the Platform, then its new version will immediately be implemented and made available to the Users. The time for implementing an upgrade or update will correspond to the level of advancement and complexity of the implemented technical changes and may require a Maintenance Break. Such change does not constitute the amendment of the Agreement.
 - 2.6. Your personal data are processed in accordance with the Privacy Policy. This is very important, therefore, you are obliged to become familiar with it.
3. ACCOUNT
- 3.1. In order to gain access to the resources within the Platform, you have to create an Account. In order to set up the Account, first, you have to complete the registration procedure according to the messages displayed on the Platform. Please remember that you are obliged to provide your true and up-to-date details and maintain them so for the entire time you hold the Account.
 - 3.2. Upon confirmation of the registration of your Account, an agreement for operating the Account is concluded between us for an unlimited period of time.
 - 3.3. Please remember that you are responsible for what is happening on and also through your Account. You may not share the Account with unauthorised third persons and you are also responsible for keeping your login and password confidential. If you notice that an unauthorised person has used the Account, then please notify us of this immediately.
 - 3.4. You may only set up one Account within the Platform. Your Account is non-assignable and non-transferable.
 - 3.5. Except as otherwise stated in the Terms and Conditions regarding violations of their provisions, if you violate the Terms and Conditions or the Terms and Conditions are violated

for reasons attributable to you, we will request you to cease the violation by setting a period of at least 7 days for this purpose, and upon the ineffective lapse of this period, we are entitled to do the following: (a) send you a warning that the Account may be blocked, (b) block access to your Account, (c) delete the Account, and thus terminate the Agreement with immediate effect.

- 3.6. You may terminate the agreement for operating the Account at any time by sending us a relevant declaration of intent via e-mail (provided that it has to be the e-mail address used by you upon registration of the Account) to the following e-mail address: legal@crowdwise.bio or by using one of the functionalities of the Platform. As a result of termination of the Agreement upon notice or otherwise, your Account will be deleted and any Content provided within the Account will be removed, and your personal data will be deleted from the Database. Also termination of the Agreement will result in termination of the Research Contract and consequently the loss of rights arising from this contract.
- 3.7. The creation of the Account may be subject to passing the KYC (know your client) procedure as indicated by us as the Service Provider, also by means of third-party tools. In the event of refusal to pass this procedure or a negative result of this procedure, we may refuse to set up the Account and to conclude the Agreement.
- 3.8. The procedure referred to in clause 3.7 above is in many cases necessary in order to verify the correctness of the data entered and to confirm that the User is the person whose data he/she is providing via the registration form so that it is certain that the Authorisation is given by the natural person at issue and also that the consent to the processing of personal data is given by the data subject.

4. AUTHORISATION. DATABASE

- 4.1. Upon creating the Account, the User is asked to indicate the medical facilities, genomic companies, insurance companies, private and government biobanks that we are to contact in order to obtain his/her personal health data or any other type of data indicated by the User. It is necessary to indicate such facilities to enable us to obtain the data and to enter them into the Database.
- 4.2. Furthermore, upon creating the Account, the User is asked to give us the Authorisation by providing an electronic signature, using third-party functionalities, on the power of attorney that authorises us to take the actions indicated below.
- 4.3. The Authorisation covers the following actions to be taken by us: (a) contacting the organizations you indicated in line with clause 4.1 above; (b) exercising on your behalf the rights set out in Article 15 of the GDPR, including in particular, requesting a copy of your personal data processed by the entities you indicated in line with clause 4.1 above, in compliance with Article 15(3) of the GDPR; (c) exercising on your behalf the rights prescribed in Article 20 of the GDPR; (d) exercising on your behalf similar rights to those defined in points (b) and (c) above in the cases subject to local regulations other than the GDPR; (e) undertaking actions on your behalf to effectively exercise the rights referred to above.
- 4.4. Upon granting us the Authorisation, you represent that: (a) you are authorised to grant it; (b) our exercise of the rights granted to us under the Authorisation will not infringe any third party rights; (c) the purpose of the Authorisation is to obtain your personal data, including, in particular, your health data, and to enter them into the Database.
- 4.5. Once we have received the Authorisation, we will apply to the facilities you have indicated to obtain your personal data controlled by them.
- 4.6. If needed, during the term of the Agreement, you may extend the directory of the facilities referred to in clause 4.1 above. In that case, on the basis of the Authorisation, we will apply to those facilities on the terms and for the purposes defined in this clause 4 of the Terms and Conditions. While we cannot guarantee that those facilities will provide us with your personal data in accordance with applicable law, we undertake to inform you if they refuse to provide us with a copy of your data in accordance with Article 15 of the GDPR, to send it to us in

accordance with Article 20 of the GDPR, or to take other action in violation of other applicable provisions.

- 4.7. Once we have obtained your personal data in accordance with the procedure described above, we become the data controller – you will find all the information on how we process your personal data in our Privacy Policy. The obtained personal data, in particular those relating to your health, are transferred to our Database, from which they may be shared with the Researchers for the purposes of the Research in the event that the Research Contract is concluded between you and the Researcher, and are also processed for the purpose of pre-selection to determine which Research they may be used for (without being shared with any third parties) to the extent that you have given your respective consent through the Platform functionalities.
- 4.8. You may revoke the Authorisation at any time. Revocation of the Authorisation does not affect your data stored in the Database as it involves the exercise of the rights under the GDPR on your behalf. You are entitled to make a separate instruction to this effect (to revoke the consent to the processing of your personal data within the Database that you gave when registering on the Platform), in which case all your personal data stored in the Database will be deleted. For more information regarding the withdrawal of consent, please refer to our Privacy Policy.

5. RESEARCH AND RESEARCHERS

- 5.1. The Researchers are accordingly subject to all provisions relating to the Users, with the proviso that a Researcher is not obliged (although authorised) to grant us an Authorisation.
- 5.2. The Researcher may be an individual but also a legal entity or other organisational unit without legal personality that is granted legal capacity by the statute.
- 5.3. The Researcher creates an Account on the terms prescribed in the Terms and Conditions and then enters information concerning the conducted Research as well as themselves as the Researcher. This information is visible to all other Users of the Platform.
- 5.4. When publishing information about the Research, the Researcher is obliged to indicate what rights will be granted to the Users who conclude the respective Research Contract.
- 5.5. The Researcher declares that the publication of information about the Research is equal to the offering of the conclusion of the Research Contract on the conditions prescribed in clause 6 of the Terms and Conditions and in the statements made by the Researcher on the Platform.
- 5.6. The Researcher is only provided with the personal data of the Users who have given their consent through the Platform and subsequently concluded the Research Contract with that Researcher. The Researcher is not authorised to request access to the personal data of any other Users.
- 5.7. The Researcher is solely responsible to the Users for the Researcher's actions taken through the Platform and as part of the Research. Please be aware that as the Service Provider, we are not affiliated with any Research that can be supported through the Platform.
- 5.8. Upon our request, the Researcher is obliged to submit any documents confirming eligibility to conduct the Research (if required by the law applicable to the Researcher), as well as a declaration that the Research is being conducted in line with industry standards, professional ethics, and the law. If the Researcher refuses to submit documents or declarations, we will be authorised to terminate the Agreement with immediate effect (without notice).
- 5.9. While conducting the Research, the Researcher is obliged to comply with all laws, in particular, to: (a) process the personal data of the Users with whom they have concluded the Research Contract on the terms resulting from the provisions applicable to both the Researcher and the relevant User; (b) comply with any information obligations towards the Users with whom they conclude the Research Contract, including the information when the personal data obtained in the course of the Research will be deleted and how long they will be stored.

5.10. As the Service Provider, we reserve that it is crucial for us to process personal data in compliance with the applicable legal provisions. Accordingly, we reserve the right to terminate the Agreement with the Researcher who violates the terms of personal data processing prescribed by the Terms and Conditions, the Research Contract, or applicable provisions, with immediate effect (without notice) or freeze accounts while investigating suspicious activities. The termination of the Agreement in this manner is equivalent to the cancellation of access to the elements of the Database shared with the Researcher, to the extent that such sharing was provided by us.

6. RESEARCH CONTRACT

- 6.1. At the time of publishing information on the Research within the Platform, including information on the share of revenue or other benefits in the event of the conclusion of a Research Contract by the User, the Researcher makes an offer to the Platform Users to conclude a Research Contract on the terms specified in the contract template published on the Platform and in the information published by the Researcher within the Platform.
- 6.2. The Researcher may withdraw or change the offer referred to in clause 6.1. above until the first Research Contract is concluded. After the conclusion of the first Research Contract, the Researcher's offer becomes binding on other Users who wish to conclude a Research Contract with the Researcher, subject to the possibility of extending the rights of Users - parties of the Research Contract.
- 6.3. The Researcher's minimum obligation under the Research Contract is set independently by the Researcher via the Platform functionalities. The Researcher's minimum obligation may be edited by him until the first Research Contract is concluded, when it becomes binding for the Researcher. After the Researcher has been bound by the minimum obligation, he may only extend the scope of rights of Users who have concluded a Research Contract with him.
- 6.4. The Researcher is entitled to offer revenue derived from the Commercialisation, as well as to offer the Users other types of benefits of a tangible or intangible nature, whereby the Researcher undertakes not to offer benefits that are objectively impossible to be executed or that may constitute a breach of any law. The Researcher is entitled to offer various types of benefits or amount of revenue, depending on the scope of activities undertaken by the User as part of the Research (e.g. participation in research, taking part in surveys).
- 6.5. The Researcher is not authorised to terminate the Research Contract, except as expressly provided therein. The Researcher declares that they will only give a notice of termination of the Research Contract if they are entitled to do so in line with its provisions.
- 6.6. The Research Contract is concluded for a fixed period of time, i.e. until the date of completion of the Commercialisation.
- 6.7. The User's minimal obligation under the Research Contract is to consent to the provision of his/her personal data collected in the Database to the Researcher and to consent to the processing of such personal data by the Researcher for the purposes of the Research. If the User withdraws the consent, this may result in termination of the Research Contract under the terms described therein.
- 6.8. The content of the Research Contract template constitutes the contractual template with which the Researcher has become familiar and which the Researcher accepts. Any changes to the contractual template may arise as a result of representations and commitments made by the Researcher within the Platform, for which we are not liable.
- 6.9. The Research Contract comes into force upon the User's submitting the relevant electronic signature or upon an unambiguous declaration of participation in the Research, made by the User via the Platform. This is tantamount to the User accepting the Researcher's offer
- 6.10. Please be aware that the details of the User-Researcher relation are contained in the Research Contract to which we are not a party and we are not liable for the acts and omissions of either the User or the Researcher.

- 6.11. Once the Research Contract has been concluded, we will provide the Researcher with the User's health data previously collected in our Database. This sharing of personal data is effected in a manner chosen by us as the Service Provider and may not be subject to any claim by the Researcher.
- 6.12. We stipulate that, to the extent possible in view of the purpose, level of complexion, or methodology of the Research, we will only provide the Researcher with the information that is necessary to fulfil the purpose of the relevant Research. Accordingly, as far as possible, we will share data in an pseudo-anonymised form that makes it as hard as reasonably feasible to identify the individual concerned, unless the sharing of personal data is necessary for the proper conduct of the Research or to document the correctness of its conduct or its conclusions.
- 6.13. In the event that the Researcher offers Users a share of the revenue in connection with the Commercialization, as part of the Research Contract, we (CrowdWise Inc.) are entitled to receive revenue up to the identical to the revenue of the individual User who concluded the Research Contract with the given Researcher. Payment of the amount due to us in accordance with the previous sentence constitutes the Researcher's obligation towards us, resulting from the Agreement.

7. CONTENT

- 7.1. When providing the Content through the Platform, each time you warrant and represent that:
- (a) you hold the rights to the Content at least to the extent required under your commitment to abide by the provisions of the Terms and Conditions and enabling the performance of the Agreement,
 - (b) the Content does not identify third parties (does not contain personal data of third persons, except for possible representatives of the Researcher),
 - (c) using and managing the Content within the frames of the Services will not infringe third persons' rights,
 - (d) the Content will not violate other provisions of the Terms and Conditions, in particular as prescribed in the paragraph below,
 - (e) the Content will not constitute illegal content as defined by applicable laws.
- 7.2. You may not provide within the Platform or use within the Services any Content that may:
- (a) infringe personal rights or interests of third parties, in particular intellectual property rights,
 - (b) contain threats, incite aggression, or contain elements of unlawful violence,
 - (c) be materials that may be used for unlawful, misleading, malicious, or discriminating purposes, promote violation of rights, in this suggest methods facilitating violation of such rights or encouraging such behaviours,
 - (d) include materials that may be used for unlawful purposes,
 - (e) evidently contradict the rules of social co-existence, common moral and social norms, or rules of netiquette,
 - (f) contains vulgarisms and phrases that may in any way violate someone's dignity,
 - (g) propagate hatred based on race, nationality, denomination, or worldview-related reasons,
 - (h) violate someone's privacy,
 - (i) be of pornographic nature, or for other reasons be unsuitable for persons under the age of 18,
 - (j) contain elements that propagate or are connected with weapons, alcoholic beverages, illegal drugs, pesticides, poisons and drugs, military organisations and political parties, sects and similar religious cults, pornography, prostitution, and other similar products/services,
 - (k) promote other websites or other Internet service providers competitive to us.
- 7.3. Upon provision of the Content onto the Platform, for this purpose you grant us a license with the right to grant further licenses, without any limitations as to the territory and time.
- 7.4. This clause does not apply to any information, including personal data, obtained by us based on the Authorisation. All such types of information are governed by clauses 5 and 6 of the Terms and Conditions.

8. ILLEGAL CONTENT. REPORTING VIOLATIONS

- 8.1. We provide the Platform and ensure its technical functionality, which constitutes our liability for the services rendered through it. We do not exercise ongoing control over or monitoring of the Content provided by you onto the Platform.

- 8.2. However, we act with respect for the law and the personal interests of third parties. Therefore, if an action violating the rights or interests of third persons is detected, the relevant person should obligatory advise us of that. In particular, please advise us of information that, in itself or by reference to an action, including the sale of products or the provision of services, does not comply with the law of the European Union or any member state that complies with the law of the European Union, irrespective of the specific subject matter or nature of that law (the so-called illegal content).
- 8.3. Any notification pertaining to acts that infringe any rights or interests as well as illegal content should be sent to the following e-mail address: legal@crowdwise.bio. In order to facilitate the procedure, the notification should include at least the following information: (a) details identifying the reporting person (first and last name) and e-mail address, if other than that from which the notification is sent, (b) indication of the content, other materials, or actions that infringe the right, along with indication of the infringed right or explanation of the reasons why you are alleging the relevant information to be illegal content, (c) indication of the place within the Platform where such content or material is located, in particular the URL address, (d) in the case of illegal content, a statement confirming a good faith belief that the information and allegations contained therein are correct and complete.
- 8.4. Once we receive such notice or official notification, we will immediately confirm its receipt. Then, we will consider it and decide on the reported content in a non-arbitrary and objective manner, exercising due care, and, most importantly, in a timely manner – up to 30 days. We will immediately notify the reporting person of the decision. If you wish so, you may appeal against our decision within 7 (seven) days. The other provisions of clause 8.5. apply accordingly.
- 8.5. As a consequence of receiving such notification or official notification, access to the content or relevant activity within the Platform will be prevented, and we will advise of that the User to whom the notification or complaint referred. In such a case, the User may appeal against our decision within 7 (seven) days. The appeal should contain an exhaustive statement of reasons. We will consider the appeal within 7 (seven) days. The User who reports the violation is also entitled to appeal.
- 8.6. Then, if the allegation proves justified or the user fails to take a stance towards it, then we will remove such material, and in the case of considerable violation of the law – we will remove the User Account from which such actions were taken.

9. COMPLAINTS

- 9.1. You are entitled to file a complaint related to the operation of the Platform or our activity as the Service Provider.
- 9.2. The complaint should be filed by electronic means to the following e-mail address: legal@crowdwise.bio.
- 9.3. The complaint should include at least the details enabling identification of you as the complaining person and state reasonable reservations and comments.
- 9.4. We will consider the complaint within 14 days from its delivery.
- 9.5. You will be advised of the result of the complaint procedure to the e-mail address from which you sent the complaint or to the address stated by you in the complaint form. Our response in this regard will be final.

10. TRANSFERRING PERSONAL DATA FOR PROCESSING

- 10.1. If the Research Contract is concluded between the User and the Researcher, the User's personal data, in particular relating to his/her health condition, will be shared with the Researcher (on the terms described earlier in the Terms and Conditions).
- 10.2. Such sharing will each time be carried out in a manner indicated by us as the Service Provider. Where sharing consists in enabling the Researcher to access the User's personal

data as part of resources or IT networks controlled by the Service Provider, the Researcher transfers the User's personal data that have been shared with it to the Service Provider for processing, on the terms prescribed below.

- 10.3. We represent that we have adequate measures, in this due safeguards, that enable the processing of personal data in accordance with the provisions of the GDPR, warrant that we take any measures required under Article 32 of the GDPR, and fulfil the requirements prescribed in Article 28 of the GDPR.
- 10.4. The Researcher transfers data for processing for the term of the Agreement and only for the purpose of its performance by us as the Service Provider. The Researcher transfers the following type of personal data to us for processing: first and last name, health data, other data shared due to the content of the Database (categories of data subjects: the Users who have concluded the Research Contract with the Researcher).
- 10.5. We process personal data only upon your documented instruction, which applies also to the transfer of personal data to a third country or an international organisation – unless such obligation is imposed on us by the law of the European Union or a member state to which we are subject; in such a case, before proceeding to process, we will notify you of such legal obligation, insofar as the law permits to provide such information due to important public interest.
- 10.6. We ensure that persons authorised to process personal data agree to keep confidentiality or are made subject to the relevant statutory confidentiality obligation.
- 10.7. We take all measures required pursuant to Article 32 of the GDPR and abide by the terms of services of another processor as prescribed in Articles 28(2) and 28(4) of the GDPR.
- 10.8. Taking into account the nature of the processing, we assist you – by appropriate technical and organisational measures, insofar as possible – to fulfil the obligation to respond to data subjects' requests for exercising their rights laid down in Chapter III of the GDPR.
- 10.9. We also assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to us.
- 10.10. We may transfer the personal data transferred by you for processing to other entities for the purpose of executing the functionalities of the Platform and within the frames of internal service processes referring to you and other Researchers, in particular to: providers of hosting for the Platform, software development company, law firm, entities providing cloud solutions and other solutions used by us in our current activity that involves personal data processing (general consent of the controller).
- 10.11. We will notify you of any planned changes involving the engagement or replacement of other processors, at least 7 (seven) business days before another processor commences to process, thereby enabling you to object to the use of another processor by us. In the absence of such objection, you are deemed to have given your consent to such change.
- 10.12. As a result of the termination of the personal data transfer agreement, we will not be able to provide the Platform functionalities and perform the Agreement in the scope requiring the processing of the data controlled by you. Upon the end of the provision of the services related to processing, at your discretion, we will erase or return to you any personal data and erase any existing copies thereof, unless the law of the European Union or the member state requires that personal data have to be stored.
- 10.13. We will provide you with any information necessary to demonstrate compliance with the obligations prescribed in the personal data transfer agreement, and will enable you or an auditor authorised by you to carry out audits, including inspections, and will contribute thereto. With a proviso that you are obliged to notify us of the planned audit at least 7 days in advance.
- 10.14. We will immediately inform you if, in our opinion, an instruction given by you infringes the Regulation or other data protection provisions of the European Union or the relevant member state.

- 10.15. Please remember that we are not liable for the compliance of your activities with the GDPR or other applicable provisions. We may provide you with our directions or our opinion in this matter, but it is not binding, whether for you or us.
- 10.16. We try to provide a comprehensive response to your every query connected with the processing of data within 3 (three) business days from delivering the query.
- 10.17. We also undertake to notify you of any breach connected with the processing of data. In particular, we undertake, immediately but no later than within 36 (thirty six) hours from being advised thereof, to inform you of any events that may give rise to your liability as the data controller, on the basis of the generally applicable provisions related to the protection of personal data.
- 10.18. Please be informed that the personal data transferred to us for processing will be transferred to third countries, including in particular the United Kingdom (in such a case, this will proceed on the basis of the Commission's decision stating the appropriate level of data protection) and the United States (in such a case, this will proceed on the basis of the Data Privacy Framework). Where personal data are to be transferred to third countries, we will inform you of that before we transfer the data, and also indicate the legal basis and legal instruments appropriate for such a transfer.

11. LIABILITY

- 11.1. As the Service Provider, we are not liable for any damage resulting from: (a) the Researcher's or the Users' intentional violation of the provisions of the Terms and Conditions, in particular providing false data when registering or creating the Account; (b) the Researcher's or the Users' failure to comply with the requirements connected with the use of the Platform; (c) the activity of malware illegally entered onto the Platform; (d) deletion of the Account; (e) a short-term lack of access or disrupted access to the Platform resulting from the necessity to perform reparatory, maintenance, or improvement works on the Platform or in its elements; (f) defects, in particular, legal defects, of the Content; (g) false personal data obtained on the basis of the Authorisation.
- 11.2. Furthermore, the following terms apply: (a) the Service Provider will not be liable for lost profits and damage that are not in a normal and direct causal relation with the Service Provider's action or omission; (b) the Service Provider is not liable for the Content or the effects of disseminating the Content; (c) the Service Provider is not liable for the manner in which the Users and Researchers use the Platform, in particular for the success of Commercialisation or any profits or losses that have arisen in connection with the implementation of the Research effects.

12. AMENDMENT

- 12.1. We may amend the Terms and Conditions due to material reasons, whether legal (change of generally applicable legal provisions related to our activity or its form) or technical (modernisation of the Platform infrastructure), change of the terms or guidelines related to our processing of personal data, as well as in the case of change, in particular extension, of the provided Services.
- 12.2. You will be notified of any amendment of the Terms and Conditions along with the scope of the introduced amendments via e-mail sent to the address at which the Account is registered, 15 (fifteen) days before the new Terms and Conditions come into effect ("Notification Term").
- 12.3. You may terminate the Agreement within the Notification Term upon a 15-day termination notice, counted from the receipt of the notice. If you are not a consumer and you fail to terminate the Agreement within the Notification Term, then you are deemed to have accepted the Terms and Conditions in their amended wording without reservations and become bound by them upon the lapse of the last day of the Notification Term.

12.4. We may introduce amendments to the Terms and Conditions with immediate effect, without observing the Notification Term, where:

12.4.1. we are subject to a legal or regulatory obligation under which we are obliged to amend the Terms and Conditions in a manner preventing us from meeting that Notification Term;

12.4.2. we are required, by way of exception, to amend the Terms and Conditions so as to counteract an unpredicted and direct threat connected with the protection of the Users against frauds, malware, spam, data breaches, or other cybersecurity threats.

13. FINAL PROVISIONS

13.1. The governing law for liabilities resulting from the Terms and Conditions and the Agreement is Polish law. In the scope in which the Service provision is connected with the processing of Users' personal data, the regulations relevant for those Users are applicable, which means that: (a) the Users from the European Economic Area are subject to the GDPR; (b) the Users from the United Kingdom are subject to the Data Protection Act; (c) the Users from California are subject to the California Consumer Privacy Act; (d) the Users from other areas are subject to relevant local regulations.

13.2. The provisions of the Terms and Conditions in the relations between us and the Users acting as consumers in line with applicable provisions do not violate applicable regulations, the application of which cannot be excluded and which grant consumers broader protection than that under the Terms and Conditions.

13.3. If any of the provisions of the Terms and Conditions or the Agreement proves invalid as a whole or in part, ineffective or unenforceable, only such provision will remain invalid as a whole or in part, ineffective or unenforceable, and the other provisions will remain in force. The Parties undertake to replace such invalid, as a whole or in part, ineffective, or unenforceable provisions with provisions whose legal effect and economic implications to the highest extent correspond to those of the replaced provisions by means of negotiations carried out in good faith.

13.4. In the case of a dispute between us in connection with the Agreement, if you are a consumer, you may refer to a permanent consumer court to settle the dispute. In such a case, you may also refer to another arbitration court for mediation or settlement (take advantage of alternative dispute resolution, ADR). To this end, you should file a motion for mediation or a motion for settlement of the case before an arbitration court, depending on the consumer's intent, with us. A list and addresses of the entities conducting such proceedings are available at competent authorities, including on their websites. If you are a consumer, you may also take advantage of an out-of-court mode of considering complaints and seeking claims by submitting the complaint through the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>. If you resign from the use of ADR or ODR, any dispute resulting from these Terms and Conditions will be resolved by a common court with jurisdiction determined in line with a legal deed applicable to you (a consumer). Any dispute between us and you – if you are not a consumer – will be referred to a court with local jurisdiction over our registered office.

13.5. The Terms and Conditions come into force on 25.10.2024.