

## Terms of use of the HTML5Meeting Website

### I. Definitions

The definitions used in these Regulations mean the following:

1. **Regulations** - these Regulations for the provision of electronic services as part of the Website.
2. **Website** - the website is available at <https://www.html5meeting.com>.
3. **User** - a natural person, a legal person or an organizational unit without legal personality, the legal capacity of which grants separate provisions. The User may be a Registered User, Presenter or Participant.
4. **Registered User** - a User who has registered an individual account on the Website. A Registered User may only be a person running a business activity who registers and uses the Website as part of and for the purpose of his professional or business activity.
5. **Presenter** - a natural person invited to lead a meeting in the Room by a Registered User.
6. **Participant** - a natural person invited to participate in meetings in the Room by a Registered User.
7. **Guest** - Participant or Presenter.
8. **User's Content** - verbal, graphic, textual, audio or video content that the User may post via the Website or on the Website. User's material may not contain images of natural persons unless they are only available to Guests.
9. **The Owner of the Website** - RTCLab sp. O.o. with headquarters at the address: Al. Grunwaldzka 212, 80-266 Gdańsk, entered into the Register of Entrepreneurs by the District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register under the number KRS 0000613170, REGON: 364221213, with share capital in the amount of PLN 50,000.
10. **Consumer** - a person who uses the Website for purposes not directly related to its business or professional activity.
11. **Room** - functionality of the Website, which allows Users to carry out audio and video communication and text messaging.
12. **Private Room** - a Room to which access is granted to Users invited by the User who created a Private Room.
13. **Fee for services provided on the Website** - a fee enabling Registered Users to gain access to services and certain functionalities in a predetermined period. The amount of the Fee is based on the current Price List and may be subject to change; such change does not constitute a change to the Regulations.
14. **Settlement period** - 30 calendar days.

15. **Price list** - current price list of services posted on the website. The prices are given as gross prices.

## II. General provisions

1. These Regulations define the rules for the use of the Website.
2. The Website is maintained by the Owner of the Website.
3. The main purpose of the Website is to enable Users to carry out audio, video and text communication within the Room.
4. These Regulations specify in particular:
  - a) rules for registration and use of an account on the Website,
  - b) the rules of using the Website, including the rules of transferring data by the User to the Website,
  - c) the rules of using the Room and other functionalities available on the Website,
  - d) rules of using the newsletter service,
  - e) complaint procedure,
  - f) information on and the functioning of personal data protection.
5. The minimum hardware requirements enabling the use of the Website are as follows:
  - a) Computer with Internet access;
  - b) Access to e-mail or mobile phone;
  - c) Recommended monitor resolution: 1024x768 pixels;
  - d) Available Web Browsers - detailed information about compatible web browsers is updated and available here.
  - e) In order to take advantage of the video functionality, the User's computer should be equipped with a camera and a microphone.
6. Users can access the Regulations at any time via the link located on the home page of the Website.
7. The owner of the Website undertakes efforts to enable Users to use all functionalities of the Website 24 hours a day. However, the Owner of the Website reserves the right to temporarily suspend the operation of some or all functionalities of the Website in order to perform maintenance, updates or repairs.
8. The Owner of the Website undertakes efforts to ensure that all functionalities of the Website are reliable. However, the Owner of the Website is not responsible for any irregularities in the functioning of the Website.
9. The Owner of the Website may organize contests, promotions or games independently or jointly with other entities, for some or all Users. The terms of such competitions, promotions and games are set out in separate regulations available as part of the Website.

## III. The rules of using the Website

1. All graphic elements, technological solutions and other elements of pages on the Website, in particular HTML and XHTML codes, CSS sheets, JavaScript scripts and multimedia links, as well as programs available via the Website are protected by copyright to which the Owner is entitled Web page.

2. The User is not entitled to copy or store both the elements and the entire Website and its components in any way, as well as in any shape or form.
3. Users who meet the condition described in I.4 above have the option of logging in (sign up) on the Website by registering their personal account on the Website. Registration and creation of an account on the Website is a condition enabling access to certain functionalities of the Website.
4. Registration takes place by completing and accepting the registration form provided on the Website, in which the User is obliged to provide the following information: name, e-mail address or mobile phone number.
5. Consent to the provisions of the Regulations and providing data determined during the registration procedure is a mandatory condition for registration.
6. Using the Website's functionality by Registered Users is in principle payable (Fee for services provided on the Website), however the Owner of the Website may introduce a free trial or free access to some or all functionalities - during the trial period. The user is only entitled to access one trial account.
7. The contract for the use of the Website and the contract for entrusting the processing of personal data of Guests (Annex 1 to these Regulations) is concluded with the Registered User by registering the User's account and after receiving payment or confirmation of payment in accordance with point 10, subject to paragraph 6 above . The agreements described above with the Registered User are concluded for a joint indefinite period. The contract for entrusting the processing of personal data to Guests shall be terminated on the day of termination or expiration of the Agreement for the Use of the Website.
8. A registered User may at any time terminate the Agreement for the Use of the Website by deregistration of the User's account or by terminating the Agreement for the Use of the Website - termination of the contract takes place immediately. In the event that the reason for termination of the contract is different from the one specified in point 9, the User shall not be entitled to a refund of the payment in respect of the remaining Settlement Period.
9. A Registered User may terminate the contract for the use of services in the event that the Owner of the Website has not met the agreed requirements, provided that the Registered User has lodged a complaint together with the description of the case, and the Owner of the Website has not provided a solution within 30 days. In this case, the Registered User has the right to request a refund of the Fees for services provided on the website that has already been paid, in proportion to the time remaining until the end of the Settlement Period. Any further liability of the Website Owner is subject to exclusion in relation to Registered Users and Users who are not Consumers.
10. The conclusion of the contract for the use of the Website takes place upon receipt of payment or confirmation of payment of the Fees for services provided on the Website to the account of the Owner of the Website, up to that moment access to the account will not be granted.
11. The Registered User shall pay the Fees for the services provided on the website by providing the Website Owner or the registered payment service provider with information regarding the credit card within the required period of time. The list of accepted credit cards can be found on the website.

12. The fee for services provided on the website for the Settlement Period is charged to the Registered User in advance; it entitles the Registered User to use the Website during the period until the end of the Settlement Period. At the end of the Settlement Period, the User will be automatically charged with the Fee for using the Website for the next Settlement Period in accordance with the current Price List as at the beginning of the original Settlement Period.
13. By accepting the Regulations, a Registered User agrees to automatically retrieve from the credit card Fees for services provided on the Website in the amount agreed at the beginning of the billing period. In the event that the automatic collection of Fees for services provided on the Website from a credit card is not possible, the Owner of the Website will inform the Registered User asking him to update his credit card information. If the Fees for services provided on the Website for the next Settlement Period will not be paid, the Owner of the Website will block access to the functionality of the Website for a period of 30 days. If during this period the Registered User has not renewed the automatic collection from the credit card, the Owner of the Website is entitled to terminate the Agreement for Use immediately and without prior notice.
14. The User may conclude a contract with the Website Owner to send the User a newsletter published electronically by the Website Owner free of charge. The Newsletter is delivered to the e-mail address provided by the User at the time selected by the Owner of the Website. The contract for sending the newsletter is concluded for an indefinite period, and each party may terminate it at any time with immediate effect.
15. The owner of the Website may terminate the contract for the use of the Website or prevent the use of the Website, or block or limit the scope of certain services in an immediate manner if the Registered User:
  - a) during the registration or payment procedure on the Website provide data that is untrue, incomplete or outdated, or misleading or violating the rights of third parties,
  - b) violates, through the Website, the personal rights of third parties, in particular the personal rights of other Users of the Website,
  - c) other violations of applicable law, good practices or principles of social co-existence are allowed, or actions harmful to the reputation of the Website Owner, its employees, associates and contractors are permitted,
  - d) will register more than one trial account.
16. If the account has been terminated due to the reasons described in point 13 or 15, there are no grounds to return the payment for the use of the website, as well as no compensation of the costs incurred for the remaining billing period.
17. A person who has been denied the right to use the Website may not re-register without the prior consent of the Website Owner.
18. The User of the Website is obliged in particular to:
  - a) non-delivery, as well as non-dissemination of content prohibited by law,
  - b) discontinuation of activities such as transmitting or posting, within the Website, advertising information that has not been ordered,
  - c) use of the Website in a way that does not interfere with its functioning,
  - d) the use of any content posted on the Website only for personal purposes,
  - e) use the Website in a manner consistent with all applicable laws and the provisions of the Regulations.

#### IV. Principles of Using Website Functionalities and User Material Transmission

1. Using certain functions of the Website requires registration and conclusion of a contract for the use of the Website. Users joining the Room as participants are not required to register or enter into contracts.
2. The basic functionality of the Website is to enable video, audio and text communication between Users in the same Room. In order to take advantage of the basic functionality of the Room, there is no need to install additional software. The use of some Room functionalities may require the installation of additional software, about which the User will be informed on the Website.
3. In order to gain access to the Room, the User should enter the URL in his web browser. The name of each User who starts using the Room is displayed to other Users of this Room. In the case of a Private Room, the User may start to use such a Room only after its acceptance by the User who created the Private Room.
4. Communication is possible only between Users who at the same time use the same Room. Website without a request from the User does not retain any communication between Users.
5. A Registered User may create a Private Room via the functionality available after logging in (sign in) on his own personal account. Registered User always has access to the Private Room created by him. A Registered User may customize certain elements of the Private Room regarding the options provided by the Owner of the Website. A Registered User who created a Private Room may delete a Private Room from the Website at any time.
6. By submitting posts with User's Materials or by posting User Materials as part of the Website, the User presents his / her own views and opinions and bears full responsibility for the published contents. The Owner of the Website is not responsible for any User Materials unless such liability results from the applicable law.
7. The User is not authorized to send posts with User's materials or post User's materials that are: illegal, pornographic, expressing racial, religious or ethnic hatred, promote violence or vulgarity and generally violate applicable law and rules.
8. The use of the Room for purposes incompatible with applicable law, in particular aimed at organizing gambling, including playing poker, is also not allowed.
9. It is required that each User's Material which is sent by post or posted on the Website is the result of his personal creativity, or possibly the User should be authorized by the owner of the Materials to use them as part of the Website, and the following requirements should be met:
  - a) The Content of the User's Content should be in accordance with good practices, in particular it cannot contain offensive information,
  - b) The User Content may not infringe on copyright or other similar rights, including the protection of the right to the image, as well as the personal rights of third parties,
  - c) The Content of the User's Content cannot constitute a direct and purposeful commercial information referring to entities other than the Owner of the Website.
10. The Owner of the Website reserves the right to remove or block the possibility of sending posts with User Materials or posting User Materials that violate the Regulations without notifying the User, as well as the right to block participation on the Website in relation to persons violating the provisions of the Regulations or provisions in force general legal provisions.

11. When posting with the User's Material or posting the Material from the User on the Website, the User grants to the Owner of the Website a non-exclusive license to use the User Content as a whole, as well as any elements contained in the User Material, in whole or in fragments, together with or without modification, without limitation in time, free of charge and without territorial restrictions, together with the right to sublicense, free of charge, under the same conditions, to enable the provision of services via the Website.
12. The owner of the Website or the moderator appointed by the Website Owner is entitled to submit or modify the Material on the Website in any way, as well as to block or delete the User's Material or entire conversations if the User's Content violates the Regulations.
13. The owner of the Website reserves the right to impose a penalty on the User who violates the Regulations by posting content or other materials of an advertising nature, as well as placing advertisements on commercial terms.
14. If in connection with the violation of the right or rights of a third party by the User's Content sent by post or posted on the Website, the Owner of the Website may be held liable in any way, the User is obliged to release the Website Owner from such liability to the full extent permitted by law and, if the Website Owner incurs losses or expenses, compensate for these losses or expenses in full.

#### V. Right of withdrawal for the Consumer

1. The principles described below relate to contracts:
  - a) to use the Website,
  - b) for the newsletter service.
2. The User who is a Consumer is entitled to withdraw from the agreement concluded remotely within 14 days from the date of its conclusion using the form constituting Annex No. 2 to the Act on Consumer Rights. To meet the deadlines, it is enough to send a declaration of will before that date. The form constituting an annex to the aforementioned Act, supplemented with the addressee's data, constitutes an attachment to these regulations and is available in the account panel. The consumer is not entitled to withdraw from the contract in respect of the following contracts:
  - a) service contracts, if the Owner of the Website has fully performed the service on the basis of express consent granted by the Consumer who was informed before the provision of the service that he lost his right to withdraw after the service was provided by the Owner,
  - b) for the supply of newspapers, periodicals and magazines, excluding the subscription agreement,
  - c) for the delivery of digital content that is not stored on a tangible medium, if the performance of the contract begins on the basis of express consent granted by the consumer before the withdrawal deadline and after informing 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 Owner of the Website regarding the Website, the Owner of the Website may, taking into account the nature of the goods and services offered to the consumer:
  - a) require the consumer to agree to start providing services before the expiry of the deadline for withdrawal from a given agreement concluded remotely;

- b) require the consumer to consent to the provision of services in full before the expiry of the deadline for withdrawal from a given contract concluded remotely;
- c) require the consumer to consent to the provision of services in the form of delivery of digital content not recorded on a tangible medium before the expiry of the deadline for withdrawal from a given contract concluded remotely.

## VI. Complaints

All other complaints regarding the use of the Website should be directed to [support@html5meeting.com](mailto:support@html5meeting.com). A complaint should contain the reason for the complaint.

The owner of the Website is obliged to consider each complaint within 14 calendar days.

## VII. Personal data

1. Personal data of a Registered User are processed by the Owner of the Website on the terms described in the Privacy Policy available [here](#).
2. Users' personal data regarding the use of the website in a manner not related to the use of the Room (collected automatically) are processed by the Website Owner on the terms described in the Cookie Policy and other technologies on the website available [here](#).
3. The Guest's personal data regarding the use of the Rooms is processed by the Registered User, who has sent to the Guest an invitation to participate in the Room. In this context, the Data Administrator of the Guests using the Rooms is therefore a Registered User. If such Registered User is covered by the action of European Union Law, all rights of guests and duties of this Administrator within the meaning of Regulation of European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data and the repeal of Directive 95/46 / EC (general regulation on data protection - GDPR) are implemented in relation to the Registered User. If the Registered User is not covered by the operation of European Union Law, the aforementioned aspects are regulated by another law applicable to that Registered User.
4. In the context of the provisions of paragraph 3 above, the Owner of the Website is a processor, to whom the Registered User has entrusted, under a separate agreement constituting an attachment to these Regulations, the processing of personal data of the Guests.
5. Personal data provided in order to receive the newsletter service are processed by the Owner of the Website on the terms described in the attachment to these Regulations - Personal data in the newsletter service.

## VIII. Responsibility of the Website Owner

1. Responsibility of the Website Owner, its agents, employees (regardless of the employment base), entities associated with the Website Owner and subcontractors is limited only to the amount of the last Fees for services provided on the website paid by the Registered User - Fees for services provided on the Website they can be returned only in cases described in the Regulations or if required by law. In particular, the responsibility of the Website Owner, its agents, employees (regardless of the basis of employment), entities related to the Website owner and subcontractors for indirect damages and lost profits is excluded.
2. The limitation of liability referred to in paragraph 1 above shall not apply to cases in which the damage was done intentionally.

3. The limitation of liability referred to in paragraph 1 above shall not apply to cases in which the claim is brought by the Consumer, and the limitation of liability is excluded under applicable law.

#### IX. Final Provisions

1. In the case of Users who are not Consumers, the court with jurisdiction over any disputes arising in connection with the use of the Website is the court having jurisdiction over the Website Owner's registered office.
2. In all matters not covered by these Regulations, the law applicable in Poland shall apply.
3. These Regulations shall enter into force on 24/05/2018.
4. The owner of the Website may change the Regulations for important reasons. These changes may be dictated by changes in technological, legal, economic and organizational activities undertaken by the Owner of the Website, as well as due to changes in the structure or content of the Website or in the offer of the Website Owner. The User will be notified about any changes in the Regulations on the Website, where these changes come into force on the date of notifying Users about changes, including the publication of the Regulations in a new version on the Website, along with information about the content of the Regulations and changes.
5. Registered Users will be notified of the change in the Regulations also via e-mail; they are entitled to 14 days from the date of notification for termination of the contract for the use of the Website by liquidation of the User Account or the termination will take place on the date specified in the Regulations if they do not agree to the changes. Termination of the account or termination of the Agreement for the Use of the Website due to changes in the Regulations shall not entitle the User other than the Consumer in any way to request a refund of the Website User's Fees or other claims for payment of fees or other compensation.
6. For the avoidance of doubt, it is agreed that the change in the Price List does not constitute a change to the Regulations. The change in the Price List does not affect the amount of the Fees for using the Website for the Settlement Periods earlier than the change.

#### Attachments:

1. Annex regarding entrusting the processing of personal data by a Registered User to the Owner of the Website;
2. Annex on personal data in the newsletter service.

**Annex No. 1 to the Regulations of the Website [www.html5meeting.com](https://www.html5meeting.com)**

THE SURFACE OF PROCESSING OF PERSONAL DATA BY REGISTERED USER OF AN OWNER OF THE WEBSITE

**DEFINITIONS**

1. **Administrator** - Registered User within the meaning of the Regulations of the Website <https://www.html5meeting.com> , to which this document is an attachment;
2. **Processing Entity or PE** - Owner of the Website in the meaning of the Regulations of the Website <https://www.html5meeting.com> , to which this document is an attachment;
3. **Agreement** - contract for entrusting the processing of personal data regulated by this document.

Other capitalized terms have the meaning given to them by the content of the Regulations of the Website <https://www.html5meeting.com> , to which this document is an attachment.

**§1**

1. The Administrator declares that he is the administrator of personal data of Guests, which consists of data in the scope indicated in **Annex A below** (hereinafter referred to as Personal Data).
2. The Parties declare that they have concluded a contract for the use of the Website (hereinafter referred to as the Cooperation Agreement). The implementation of the Cooperation Agreement by PP requires the processing of Personal Data administered by the Administrator.

3. Under this agreement, the Administrator entrusts PE to the processing of Personal Data within the meaning of REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (EU) 2016/679 of 27 April 2016 on the protection of individuals 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 the GDPR), within the scope defined in **Annex A below** and strictly and exclusively for the purpose of implementing the Cooperation Agreement.
4. PE declares that he knows and implements the provisions of the GDPR and provides sufficient guarantees to implement the appropriate technical and organizational measures to ensure that the processing meets the requirements of the GDPR and protects the rights of the data subjects.
5. PE is authorized to perform the processing of Personal Data indicated in Annex B below.
6. PE does not use the services of another processor without prior detailed or general written consent of the Administrator. In the case of general written consent, PE informs the Administrator about any intended changes regarding the addition or replacement of other processors at least 21 days before the planned date of commencement of processing by another processor. Lack of an explicit position of the Administrator within this period means the Administrator's refusal to use another processor by PE to use it.
7. Having obtained the appropriate consent of the Administrator described in paragraph 6 above, PE is entitled to use the services of another processor subject to the contract with the entity entrusting the processing of Personal Data on terms no less restrictive than this Agreement and the provisions of the GDPR.
8. If the execution of specific PP processing operations on behalf of the Administrator uses the services of another processor, the same data protection obligations as under this Agreement are imposed on this other processor, in particular the obligation to provide sufficient guarantees to implement appropriate technical and organizational measures to the processing complied with the requirements of the GDPR. If this other processor fails to fulfill its data protection obligations, full responsibility for the Administrator for fulfilling the obligations of this other processor is with PE.
9. PE provides the Administrator with the effective exercise of the Administrator's rights under this Agreement, the provisions of the GDPR, other EU law, the law of the Member State to which PE or this entity and Polish law is subject, to the processor that uses PE, and effective enforcement of obligations resulting from the aforementioned sources of law and the Agreement.
10. The PE hereby informs the Administrator that it uses the services of the processor processing personal data of the Guests entrusted by the PE Administrator. This entity is AMAZON WEB SERVICES INC. in USA. The administrator agrees to the above.

11. The administrator is solely responsible for:
  - 1) fulfillment of all obligations resulting from the provisions of personal data protection laws applicable to the Administrator, in particular to persons whose data processing is entrusted to PE;
  - 2) for choosing the scope of personal data that it processes, defining the purpose and methods of its processing.

All consequences of non-performance of the obligations described above by the Administrator shall be borne solely by the Administrator, including in the context of recourse liability to PE.

## §2

1. PE undertakes and ensures that it will not process Personal Data for purposes and purposes other than those provided for in this Agreement, subject to paragraph 4 point 1) below.
2. PE undertakes to process Personal Data, as well as to assist in the performance and to perform as such, all obligations related to the Administrator, in accordance with the generally applicable provisions of law in the field of personal data protection, in particular with the provisions of the GDPR, other European Union regulations (EU) and Polish law.
3. The PE shall in particular have the following duties and shall comply with the following rules:
  - 1) PE processes Personal Data only on the documented order of the Administrator - which also applies to the transfer of Personal Data to a third country or international organization - unless such obligation is imposed by EU law or the law of the Member State to which PE is subject; in this case, at least 21 days before the commencement of such processing, the PE informs the Administrator in writing about this legal obligation, unless such law prohibits such information for important public reasons;
  - 2) PE ensures that persons authorized to process Personal Data are obliged to keep confidential or to be subject to an appropriate statutory obligation of secrecy;
  - 3) The PE shall take all measures required by art. 30, 32, 35 and 36 GDPR, informing about the results of the Administrator on an ongoing basis, whereby the result of the analysis referred to in art. 32, 35 and 36 GDPR will be transferred to the Administrator for the first time before processing of Personal Data;
  - 4) The PE adheres to the terms of using the services of another processor, referred to in §1 items 6-9 above;
  - 5) PE, taking into account the nature of the processing, provides the Administrator with appropriate technical and organizational measures to fulfill the obligation to respond to requests of the data subject in the exercise of his rights set out in Chapter III of the GDPR;
  - 6) PE, taking into account the nature of the processing and the information available to him, ensures that the Administrator fulfills the obligations set out in art. 30-36 GDPR;
  - 7) The PE submits to the Administrator all applications and other communications originating from the person whose Personal Data refers to within 12 hours from their

receipt, electronically to the contact address of the Registered User, and the original documents within 3 days by mail to the Administrator's address;

- 8) The PE corresponds exhaustively to any query of the Administrator related to the implementation of this Agreement by sending evidence of the content of the reply, within 3 days of receipt of the request in writing or sending by the Administrator electronically to the e-mail address [support@html5meeting.com](mailto:support@html5meeting.com);
- 9) PE after the termination or expiration of this Agreement, and earlier at every request of the Administrator, ceases to process Personal Data and, depending on the decision of the Administrator, deletes or returns all personal data to the Administrator and removes all existing copies, unless EU law, the law of a Member State, to which PE is subject or Polish law requires the storage of Personal Data;
- 10) PE provides the Administrator with all information necessary to demonstrate compliance with the obligations set out in Article. 28 GDPR and enables the Administrator or auditor authorized by the Administrator to carry out audits, including inspections, at any time without warning, and also contributes to their performance in an effective manner.

In connection with the obligation specified in the paragraph above, PE immediately informs the Administrator if, in his opinion, the instruction issued to him is in violation of the provisions of the GDPR or other EU legislation, the law of the Member State to which PE applies or Polish law on the protection of personal data.

4. PE is also obliged to:

- 1) execute instructions and indications of the Administrator regarding the scope, objectives and means of processing Personal Data;
- 2) use of technical and organizational measures ensuring full protection of Personal Data being processed, and in particular, it should protect data from unauthorized disclosure, removal by an unauthorized person, damage or destruction;
- 3) allow processing of Personal Data, to operate the IT system and devices included in it, used for data processing, only persons authorized to process Personal Data issued by PE;
- 4) keeping records of persons employed in the processing of Personal Data.

5. PE undertakes to immediately inform the Administrator of any breach of the protection of entrusted Personal Data electronically to the contact address of the Registered User, no later than within 12 hours from the moment of obtaining information about the breach. Reporting a data protection breach must at least:

- 1) describe the nature of the personal data breach, including, if possible, the categories and approximate number of data subjects, as well as the categories and approximate number of entries of the Personal Data concerned by the breach;
- 2) contain the name and contact details of the data protection officer or the designation of another contact point from which more information can be obtained;
- 3) describe the possible consequences of a breach of Personal Data protection;

- 4) describe the measures taken or proposed by PE to remedy the breach of Personal Data Protection, including, where appropriate, measures to minimize its potential adverse effects.
6. PE is obliged to document all circumstances and collect all evidence that will help the Administrator to explain the circumstances of the violation described in paragraph 5 above, including its nature, scale, effects, time of the event, responsible persons, victims, etc. PE keeps a register of incidents in which it documents any breaches of the protection of personal data, including the circumstances of personal data breach, its effects and the remedial actions taken.

### **§3**

1. PE undertakes to remedy the deficiencies found during inspections, audits and inspections by the date specified by the Administrator, data not longer than 7 days from the date of such an indication.
2. The PE shall make available to the Administrator, at its own expense, all information necessary to demonstrate compliance with the obligations imposed by law on Administrators, on dates enabling the Administrator to perform such duties.

### **§4**

1. PE assumes full responsibility towards the Administrator for failure to comply with data protection obligations, including those of the processor that PE uses to perform this Agreement. PE is responsible in particular for providing or using Personal Data not in accordance with the Agreement, and in particular for providing unauthorized persons entrusted with processing Personal Data.
2. PE undertakes to immediately, no later than 3 days from the date of the event described above, inform the Administrator about any proceedings, in particular administrative or judicial, regarding the processing by PE of Personal Data, of any administrative decision or decision regarding the processing of Personal Data addressed to PE, as well as any planned, if known, or carried out inspections and inspections regarding the processing of Personal Data, in particular those carried out by inspectors authorized by the supervisory body.
3. The PE shall be obliged to document the processing of Personal Data on a current basis and the fact, scope and premises of the chosen manner, fulfilling the obligations imposed by this Agreement, the provisions of the GDPR, other EU law, the law of the Member State to which PE is subject and Polish law, the protection of personal data. The effect of fulfilling the documentation obligations described in the previous sentence shall be provided by the PP to the Administrator, in written or electronic form, at the Administrator's request, within 3 days of the day the Administrator makes an appropriate request.

## **§5**

1. PE undertakes to keep in strict confidence all information, data, materials, documents and Personal Data received from the Administrator and data obtained in any other way, intended or accidental in verbal, written or electronic form, if they are related to the processing of Personal Data entrusted by the Administrator ("confidential data").
2. PE hereby declares that due to the confidentiality obligation, they will not be used, disclosed or made available without the Administrator's written consent for purposes other than the performance of the Agreement, unless the need to disclose information is required by applicable law or Agreement.
3. The Parties undertake to use their best endeavors to ensure that the means of communication used to receive, transmit and store confidential data guarantee securing confidential data, in particular Personal Data entrusted to processing, against unauthorized access by unauthorized persons to their content.

## **§6**

This Agreement has been concluded for the time necessary to perform the cooperation concluded by the Parties and ends with the termination or expiration of the Cooperation Agreement. In any case, this Agreement shall be effective no longer than by the date on which the purpose of the processing described in § 1.3 above shall be achieved.

## **§7**

1. The contract is an integral part of the Cooperation Agreement as its attachment.
2. In matters not covered by the provisions of this Agreement, generally applicable provisions of Polish law, including the GDPR, shall apply.

## **Annex A**

### **SCOPE OF GUEST DATA**

- 1) E-mail;
- 2) Website address of the Presenter;
- 3) Nickname;
- 4) Password;
- 5) Name and Surname;
- 6) Telephone number
- 7) Country
- 8) Position and Company name;
- 9) Time zone;
- 10) Photo (avatar);
- 11) Information note;

- 12) IP address;
- 13) Operating System;
- 14) Name and version of the Browser;
- 15) Type of device;
- 16) Date and time of entry and exit to / from the meeting;
- 17) The role of the participant in the meeting;
- 18) Activity of the browser window tab;
- 19) Establishing a connection;
- 20) Connection overview;
- 21) Connection problem;
- 22) Answers to questions;
- 23) Action confirming participation in the meeting and its lack;
- 24) Commencement and termination of transmission;
- 25) Establishing a connection and its compilation;
- 26) Connection problem;
- 27) Starting the movie playback;
- 28) Stop movie playback;
- 29) Changing the playback position;
- 30) Ending the movie's playback;
- 31) Launching a slide show;
- 32) Change the slide;
- 33) Ending the slide show;
- 34) Launching the file browser.

## **Annex B**

### **PROCEDURES FOR PROCESSING OF PERSONAL DATA**

- 1) Collecting via the Internet;
- 2) Storing;
- 3) Electronic transmission to the Administrator;
- 4) Analysis and deduplication;

## **Annex 2 to the Regulations of the Website [www.html5meeting.com](http://www.html5meeting.com)**

### **PERSONAL DATA IN THE NEWSLETTER SERVICE**

Information Note in the context of Regulation (EU) 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 and on the free movement of such data and repealing Directive 95/46 / EC (general data protection regulation - GDPR).

The administrator of your personal data regarding the newsletter service is RTCLab sp. z o.o. with its registered office in Gdańsk at al. Grunwaldzka 212, 80-266 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register by the District Court Gdańsk-Północ in Gdańsk, VII

Commercial Department of the National Court Register under No. KRS 0000613170, with share capital in the amount of PLN 50,000, with NIP: 5842748894.

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

The Data Protection Officer in the Administrator's enterprise is available at the mailing address RTCLab sp. O.o., al. Grunwaldzka 212, 80-266 Gdańsk, as well as at the e-mail address [dpo@rtclab.com](mailto:dpo@rtclab.com).

**In performing the obligations imposed by the RODO, the Administrator hereby provides the following information on the processing of your personal data regarding the newsletter service:**

1. The processing of the following categories of your personal data: email address is necessary for the performance of the contract for the provision of the newsletter service electronically between you and the Administrator (Article 6 paragraph 1 letter b) and the data are processed for this purpose;
2. The following categories of your personal data: email address, will be forwarded to other entities for the purposes necessary to process them in accordance with the purpose of the processing declared by the Administrator or in accordance with your instructions. Recipients to whom we transmit your data are AMAZON WEB SERVICES INC. in USA.
3. The administrator intends to transfer the following categories of your personal data: email address, to the United States of America (USA). This country offers appropriate standards for securing and protecting your personal data, which was confirmed by the European Commission within the so-called Privacy Shield.
4. The administrator will process your personal data referred to above until the contract for the newsletter service is terminated, which should also mean signing off the mailing list by clicking on the appropriate link located in the e-mail message sent as part of the newsletter.
5. You have the right to request from the Administrator access to personal data relating to your person, rectification, deletion or limitation of processing, opposition to processing, as well as the right to transfer data.
6. You have the right to lodge a complaint to the Administrator or the processing of your personal data to the supervisory body, in particular in the European Union Member State of your habitual residence, your workplace or the place of alleged violation, if you think that the processing of your personal data violates the provisions of the GDPR. In Poland, this body is the President of the Office for Personal Data Protection.
7. Providing personal data is voluntary. The effects of not producing data are as follows:
  - no possibility to use the newsletter service, to which this data is necessary.

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

You have the right to object at any time - for reasons related to your particular situation - to the processing of personal data concerning you based on your consent or on the legitimate interest of the Administrator (see information above), including profiling. **If such an objection is made, the Administrator may no longer process your personal data unless the Administrator demonstrates the existence of legally valid grounds for processing, superior to your interests, rights and freedoms, or if there are grounds for establishing, investigating or defending claims.**

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

**The objections described above can be submitted in any way, in writing, by e-mail or by phone using the Administrator's data indicated at the beginning of this document.**

**Your Rights to ADO (hereafter referred to as Administrator) as the subject of the data are as follows:**

**The right to access data:** art. 15 of GDPR. You have the right to access your data processed by the Administrator (the Administrator will provide you with a copy of personal data to be processed, if applicable, for a fee regulated by the GDPR) and information on: the purpose of processing; the category of relevant personal data; recipients or categories of recipients to whom the data is disclosed or will be disclosed, including if transferred to a non-EU country or to an international organization about security related to the transfer; if possible, the planned period of storage of personal data, and if this is not possible, criteria for determining this period; the right to request the Administrator to rectify, delete or limit the processing of personal data and to object to such processing; the right to lodge a complaint with the supervisory authority; if personal information has not been collected from you - its source; automated decision-making, including profiling and the rules for making them, as well as the importance and anticipated consequences of such processing for you.

**The right to rectify data:** art. 16 of GDPR. You have the right to request the Administrator to immediately correct personal data concerning you that is incorrect. Taking into account the purposes of processing, you have the right to request supplementing incomplete personal data, including by providing an additional statement.

**The right to delete data,** the so-called the right to be forgotten: art. 17 of GDPR. You have the right to request the Administrator to delete your personal data without delay if one of the following circumstances occurs: personal data are no longer necessary for the purposes for which they were collected or otherwise processed; the data owner has withdrawn the consent on which the processing is based and there is no other legal ground for processing; you object to the processing and there are no overriding legitimate grounds for processing on matters other than direct marketing; personal data were processed unlawfully; personal data must be removed in order to comply with the legal obligation provided for in European Union law or the law of the Member State to which the Administrator is subject; personal data were collected in connection with the offering of information society services. However, the above-mentioned law is excluded to the extent to which processing is necessary: to exercise the right to freedom of expression and information; to comply with a legal obligation requiring processing under European Union law or the law of the Member State to which the Administrator belongs, or to perform a task carried out in the public interest or in the exercise of public authority entrusted to the Administrator; for reasons of public interest in the field of public health; for archival purposes in the public interest, for scientific or historical research purposes or for statistical purposes, insofar as it is likely that the data

holder's right described above will prevent or seriously hinder the achievement of the purposes of such processing; or to establish, assert or defend claims.

**The right to limit the processing of data:** art. 18 of GDPR. You have the right to request the Administrator to restrict processing in the following cases: you question the accuracy of personal data - for a period allowing the Administrator to check the correctness of this data; the processing is unlawful and you oppose the removal of your personal data, requesting instead to limit their use; The administrator no longer needs personal data for processing, but it is necessary for you to establish, investigate or defend claims; the data owner objected to the processing - until it is established whether the legitimate grounds on the part of the Administrator override the grounds for objection of the data subject, except for processing for direct marketing purposes. If processing has been limited, such personal data may be processed, except for storage, only with your consent or to establish, assert or defend claims, or to protect the rights of another natural or legal person, or for important reasons of public interest of the European Union or Member State.

**The right to data transfer:** art. 20 of GDPR. You have the right to receive, in a structured, commonly used machine-readable format, your personal data that the Administrator has from you, and you have the right to send this personal data to another administrator without any hindrance from the Administrator if: processing is done on the basis of consent or on basis of the contract, and the processing takes place in an automated manner. You have the right to request that personal data be sent by the Administrator directly to another administrator if it is technically possible.

**The right to object to the processing of data:** Information about this rights Administrator placed in the box under the main information, above.

You can use these permissions in any way, including email to [support@html5meeting.com](mailto:support@html5meeting.com), by mail to the Administrator's address indicated at the beginning of this document.